

AGENDA and ORDER OF BUSINESS

for the Meeting of

UNION MEMBERS OF THE JOINT WESTERN AREA COMMITTEE

and

REPRESENTATIVES OF LOCAL UNIONS

Monday, February 14, 1966, at 10:00 A.M.

Monterey Room of the Sir Francis Drake Hotel

San Francisco, California

1. Roll Call of Union members of Joint Western Area Committee.
2. Approval of Minutes of November 8, 1965 meeting of Union members of Joint Western Area Committee and Local Union Representatives.
3. Identification of other representatives of Local Unions and visitors.
4. Naming of Main Committee and Sub-Committee panels.
5. Powers of Attorney approved by the division.
6. Standard Contract Participation approved by the division.
7. Other communications.
8. Reports and questions from JSC or JWAC Committee Members.
9. Discussion of cases on February JWAC Agenda.
10. ADJOURNMENT.

Decl - C. M. C. (Refer Div. proposed) 11-5-2070

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*pg 2
filed with Locals*

85
150
186
208
324
287
357
386

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
8-5-1972

Navajo Freight Lines, Inc.,

Change
of
Operations

Locals involved:

104, Phoenix, Arizona
180, Los Angeles, California
468, Oakland, California
492, Albuquerque, New Mexico
961, Denver, Colorado

Clarifica-
tion

The following question is submitted for clarification and review:
Navajo Freight Lines, Inc. obligation to offer employment at the
Los Angeles terminal to Albuquerque domiciled drivers who have
been laid off for lack of work as a result of the operational change
granted in Case #8-5-1972.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # California Motor Express, Ltd.
11-5-2070

Change of Operation	Locals involved:	70, Oakland, California
		85, San Francisco, California
		150, Sacramento, California
		186, Santa Barbara, California
	431, Fresno	208, Los Angeles, California
	439, Stockton	224, Los Angeles, California
	468, Oakland	287, San Jose, California
	542, San Diego	357, Los Angeles, California
	890, Salinas	386, Modesto, California

California Motor Express, Ltd. desires to establish a Refrigerated Division that will be separate and apart from the California Motor Express dry freight operation.

Terminal Locations:

Strategic points in the major areas of available business will be selected in the following cities: Los Angeles - Fresno - Modesto - Sacramento - Oakland - Gilroy.

All of these cities now house combined operations with the exception of Gilroy. This location is selected due to it being a hub for the San Jose, Salinas and Watsonville markets, plus providing quick access to the central part of the state.

The crews for these terminals would come from the present combined operations, for the areas that will be serviced by the new locations.

The seniority application of Article 5, Section 6, of the National Master Freight Agreement shall apply.

Service Areas of Terminals and Crew Requirements:

1. Los Angeles - Los Angeles Basin Area as presently served.
Crew - Dock - 2
- Drivers - 20
2. Fresno - Area as presently served.
Crew - Dock and Drivers - 6
3. Modesto - The area presently served with the addition of the Stockton Terminal's refrigerated points. By way of further explanation, our present Modesto Terminal, which is now combined, will become refrigerated, taking in the area now served by our Stockton Terminal. Stockton, on the other hand, will become a dry freight operation and assume the dry area now handled by Modesto.
Crew - Dock and Drivers - 16.
4. Sacramento - Area as presently served.
Crew - Dock and Drivers - 19

(continued)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # California Motor Express, Ltd.
11-5-2070

- Change of Operation
5. Oakland - Area presently served in the combined Oakland operation, plus the refrigerated points serviced by our present San Francisco operation.
Crew - Dock and Drivers - 38.
6. Gilroy - This terminal will assume the San Jose and Salinas areas of coverage.
Crew - Dock and Drivers - 7.

Line Operation:

The line operation for the new division would also be entirely separate and maintain its own dispatch.

Los Angeles will require five (5) men to run on a long line or turnaround basis. At the present time, California Motor Express has 84 line drivers domiciled in Los Angeles and it would be expected that 5 would transfer to the new division.

Fresno will require two (2) men to run on a long line or turnaround basis.

Modesto will require one (1) man on a turnaround basis. This terminal at present has a turnaround driver domiciled and it would be expected that he would go with the Refrigerated Division.

Sacramento will require three (3) men to run on a long line or turnaround basis. Six (6) men are already domiciled in Sacramento and it would be expected that three (3) of these men would go with the Refrigerated Division.

Oakland will require ten (10) men to run on a long line or turnaround basis. At present the CME line has 11 men domiciled in San Francisco. Two (2) of these eleven (11) would be transferred to Oakland.

Gilroy will require one (1) man to run a turnaround operation. At the present time, two (2) men are domiciled in Salinas and we would expect one of these two men to take this run.

Domiciles Affected: - None

(Continued - Page - C -)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # California Motor Express. Ltd.
11-5-2070

(continued)

DECISION: M/m/s/c/ that the objection of Local 70 to the jurisdiction of this committee be over-ruled and that the operational change requested by the Company be approved as clarified on the record, to be effective no sooner than January 1, 1966, with the following provisos:

- (1) That the available positions in that refrigerated division be posted for bid on the basis of the existing combined master seniority lists in effect in the various Local Union areas and any unbid positions shall be filled by assigning junior men;
- (2) that the refrigerated division and the dry freight division shall each be operated from separate seniority lists for the purpose of dispatching operations and temporary layoffs of 30 days or less, but that the existing combined master seniority lists be continued and employees in either division shall be entitled to exercise such master seniority to bump to the other division in the event of closing or layoff in excess of 30 days until further action of this committee; (3) that this committee shall retain jurisdiction of this case to the February, 1966 session, and the committee shall make a final determination of the seniority matters at that time.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Oregon-Nevada-California Fast Freight
11-5-2074

Seniority Local involved: 741, Seattle, Washington
Clarifica-
tion

We, the undersigned road drivers at O.N.C. Seattle terminal, hereby request Teamsters Local 741 to file a protest of the seniority position of Roland Robison. Such protest to be sent to the JWC for reconsideration and clarification in JWC Case #11-5-2074. James R. Jamerson, Bob Baldwin, Dale Guptill and Warren Phelps.

Case #1312 (U).

M/m/s/c/ that case is referred to the JWAC Change of Operations Sub-Committee for clarification and reconsideration of JWAC Case #11-5-2074.

Date of JSC action - January 5, 1966.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Pierce Freight Lines
11-5-2182

Request Locals involved: 911, Klamath Falls, Oregon
for 962, Medford, Oregon
Clarifica-
tion
11-5-2182

I am in receipt of the transcript of the Joint Western Area Committee, Change of Operations Committee Case #11-5-2182, heard on November 11, 1965. I am requesting a clarification of the decision reached for the following reason::

Local 911 was not notified that this problem would be taken to the Joint Western Area Committee by Pierce Freight Lines or by Mr. Shaw of Local 962.

Joint Western Area Committee

Case # 11 - 5 - 2 1 8 2

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Consolidated Freightways
2-6-2183

Change of Operations Locals involved: 81, Portland, Oregon
962, Medford, Oregon

At the present time we are operating a regular run between Roseburg, Oregon and Portland, Oregon with a Roseburg domiciled man.

The Company proposed to do away with this regular run and to move this freight either via other present existing operations or off the Portland extra board, when necessary. The employees so affected by this change will be offered employment at Portland in accordance with Article 5, Section 6 (b) 2, of the Contract.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Consolidated Freightways
2-6-2184

Change of Operations Locals involved: 81, Portland, Oregon
58, Longview, Washington

At the present time the Company is operating short-line runs between Longview, Washington and Portland, Oregon.

The Company proposes to do away with this operation and run peddle runs to Longview off of the Portland city board. The Longview men so affected will be offered work in Portland in accordance with Article 5, Section 6 (b) 2. These men are:

Roy W. Baker
Wyman E. Maddaugh
Elger E. Neubauer

Charles L. Faller
Harold E. Rhodes
Merritt D. Meddaugh

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Change of Operations	Locals involved:	313,	Tacoma, Washington
		524,	Yakima, Washington
		690,	Spokane, Washington
		741,	Seattle, Washington

This application is made by the Labor Relations Division, Washington Motor Transport Association, Inc., on behalf of the following Companies, together with such other members of the Labor Relations Division, Washington Motor Transport Association, Inc., who may in the future have occasion to use this route:

Consolidated Freightways, Inc.
Garrett Freightlines, Inc.
Northern Pacific Transport Company
Oregon-Nevada-California Fast Freight
Pacific Intermountain Express

This application concerns the use of a new State Highway, No. 18 and the mileages are: Junction U.S. 90 & SH 18 (also known as Echo Jct.) to Tacoma Post Office, 37.36 miles; Junction U.S. 90 & SH 18 to Seattle Post Office, 24.52 miles; Seattle Post Office to Tacoma Post Office, 32.2 miles.

We are applying for the right to use this Highway (SH 18) from Eastern Washington points or beyond to and from Tacoma and thru Tacoma to/or from Seattle.

This application has no reference to Seattle originated freight for Tacoma or Tacoma originated freight for Seattle.

The compensation for this route will be determined by agreement between the Companies and the Local Unions or, if necessary, thru the grievance procedure.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Consolidated Freightways
2-6-2186

Change Locals involved: 690, Spokane, Washington
of 741, Seattle, Washington
Operations

Presently, Consolidated Freightways is operating turnaround schedules, on an "if and when" basis from both Seattle and Spokane to Wenatchee.

The Company proposes to expand this operation to where these schedules could be operated either as a turn or as a through-run to Spokane and Seattle, depending upon operational requirements.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Consolidated Copperstate Lines

2-6-2187

Change of Operation	Locals involved:	150, Sacramento, California
		180, Los Angeles, California
		224, Los Angeles, California
		386, Modesto, California
		431, Fresno, California
		439, Stockton, California

Consolidated Copperstate Lines requests the following Change of Operation:

9 Tractors - 4 running (2 one week and 3 next week)
1 running (2 and a turn Los Angeles)
4 running (where needed)

These 9 Tractors to be based in Los Angeles.

We also request the change on the first a.m. Chico (no tractor) to be eliminated and in lieu thereof a through Los Angeles-Chico sleeper be put in its place.

This would only leave one tractor based in Sacramento, the p.m. Chico run.

Joint Western Area Committee

Case # 2 - 6 - 2 1 8 7

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Denver Chicago Trucking Company, Inc.
2--6-2188

Change Locals involved: 180, Los Angeles, California
of 710, Chicago, Illinois
Operations 961, Denver, Colorado

PROPOSED CHANGE

This request involves the redomiciling of men from the Denver domicile point involving Local Union 961, Local Union 710, and Local Union 180, which will be the recipient local union of the redomicile.

The Company is desirous of redomiciling twenty (20) tractors from its presently operated west board running between Denver and Los Angeles and Denver and Phoenix to Los Angeles.

The Company is also desirous of redomiciling ten (10) of its tractors from the east board (200 series tractors) to Los Angeles. That portion of the Change of Operations involving the transfer of twenty (20) units to be heard before the Joint Western Committee hearing since the Company is also filing for Change of Operation approval with the Central States Area Change of Operation Committee, for that portion falling under the jurisdiction of the Central States Area involving Locals 710 and 961.

The Company is presently operating forty-two (42) tractors on its 300 series between Denver and Phoenix and Denver and Los Angeles on two (2) separate boards, allocated as follows: eight (8) tractors bid Phoenix and thirty-four (34) tractors bid Denver to Los Angeles.

The Company proposes to combine these two (2) boards into one (1) and operate the 300 series on a wheel either to Phoenix or to Los Angeles and reduce the number of tractors from forty-two (42) to twenty-two (22). The remaining twenty-two (22) tractors on the Denver to Phoenix and Los Angeles board shall handle Denver origin to Phoenix, or Denver origin to Los Angeles freight, and Phoenix origin and Los Angeles origin freight to Denver. The Company on occasion, when there are no loads available at Phoenix, may dispatch a 300 series, as it has in the past, to Los Angeles in order to move a load from Los Angeles to Denver, in accordance with the layover and terminal point provisions of the Agreement.

The 600 (600-700) series domiciled in Los Angeles shall handle all eastbound transcontinental loads from Los Angeles via the Kansas City Gateway and the Chicago Gateway as follows: eastbound loads from Los Angeles to Chicago, Cleveland, Buffalo, Syracuse, and Detroit would move primarily through the Chicago Gateway and the Albany, Boston and North Bergen eastbound loads would move through the Kansas City Gateway. Occasionally the 600-700 series will run empty to Phoenix to pull a Phoenix transcontinental eastbound load through the Chicago Gateway and/or the Kansas City Gateway, dependent upon its destination and availability of return freight.

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CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Denver Chicago Trucking Company, Inc.
2-6-2188

Change of Operations (cont'd) There may be occasions when the 600 series will pull a North Bergen, Albany or Boston load into and from the Chicago Gateway in order to have matching of schedules when there have been occasions for the 500 series domiciled in Chicago to have pulled a load of Los Angeles destined freight from Albany, North Bergen, or Boston to Chicago when there were not available units to handle loads from these three terminals, via the 900 series domiciled in Kansas City.

If there is a Denver team (300 series) on layover in Phoenix, they will either be dispatched to Los Angeles when there is freight available in Los Angeles for a Denver load to return them to Denver, or be given the first available load from Phoenix with Denver destined freight. On occasion the Company may dispatch this Denver team from Phoenix to Denver with a transcontinental eastbound load, provided the team is approaching the end of the first thirteen (13) hours of layover at Phoenix, or at its option, turn them if there is no available 600 series power dispatched to Phoenix for this aforementioned load. This same principle of dispatch could apply to the Denver domiciled teams that are running into Los Angeles wherein they would be given a transcontinental eastbound load that is destined beyond Denver, if they are approaching the end of the first thirteenth (13th) hour of layover for the first period, provided freight is there available.

The Company proposes to bid four (4) tractors and eight (8) men per month be ginning on the first month after approval for the redomicile to Los Angeles from its 300 series. This would represent five (5) bids of eight (8) men per bid, and one position bid each month for the extra board at Los Angeles for four (4) months, (a total of four (4) men) or 10% of the forty (40) men to be redomiciled to Los Angeles from the 300 series. The Company is proposing the bid on the basis of eight (8) men per month and one (1) man per month for the extra board in order to protect the senior men in case they do not desire to move, and the Company decides that it is not necessary to move the entire twenty (20) tractors. In this manner the bid may be cut off at any given increment each month. This would provide a stabilized movement of men and equipment in an orderly transition without uprooting the entire group of men and equipment at one time, besides allowing seniority protection to the most senior man.

The Company further proposes redomiciling men and equipment from Chicago to Kansas City and realignment of its dispatch procedures from Denver to Kansas City and Denver to Chicago to conform with this requested change. The change involving Denver, Chicago, and Kansas City will be presented to the Central States Area Grievance Committee for hearing at its March, 1966 meeting.

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AGREED TO CHANGE.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Garrett Freightlines, Inc.
2-6-2190

Change Locals involved: 81, Portland, Oregon
of 556, Walla Walla, Washington
Operations

On behalf of Garrett Freightlines, Inc., please file with the Joint Western Area Committee for a Change of Operations to remove the existing Blalock turn. This run is from Portland, Oregon to Blalock and return and also from Walla Walla, Washington to Blalock and return. The freight can easily be handled on other existing schedules operating between the two above mentioned cities.

The Locals affected are Local 81, Portland, Oregon, and Local 556, Walla Walla, Washington.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # I. M. L. Freight, Inc. (formerly Interstate Motor Lines, Inc.)
2--6-2191

Change of Operations Locals involved: 150, Sacramento, California
222, Salt Lake City, Utah
468, Oakland, California
533, Reno, Nevada

I. M. L. Freight, Inc. (formerly known as Interstate Motor Lines, Inc.) finds it necessary to request the following operational change:

1. Eliminate the presently existing six (6) protected relay runs operating six (6) days per week between Salt Lake City, Utah and Oakland, California.
2. Increase the West Sleeper Board domiciled at Salt Lake City, Utah, which will operate to the Bay Area as well as other western points.
3. This operational change will affect the following present driving personnel:
 - (a) Local 222, Salt Lake City, Utah (12 drivers)

4 bid Salt Lake - Elko, lay and return (2 per night)
8 bid Salt Lake City - Winnemucca, lay and return (4 per night)
 - (b) Local 533, Reno, Nevada (8 drivers)

2 drivers domiciled at Elko, bid Elko - Cosgrove Hill - Elko turnaround (2 each day)

2 drivers domiciled at Winnemucca, bid Winnemucca - Reno - Winnemucca, turnaround (2 each day)

4 drivers domiciled at Reno
2 bid Reno - Cosgrove Hill - Reno, turnaround (2 each day) and 2 bid Reno - Winnemucca - Reno, turnaround (2 each day)
 - (c) Local 468, Oakland, California (12 drivers)

12 drivers bid Oakland - Reno, lay and return (6 each night)
 - (d) Local 150, Sacramento, California. (No employees involved)

While it appears to the Company that Local 150 is not effected by this change since the existing relay operation operates through Sacramento, notice is being given to that Local Union.
4. All of the above affected drivers will be offered employment in sleeper operations at Salt Lake City, Utah. The Company shall move drivers who accept employment at Salt Lake City, Utah, or pay their moving expenses in accordance with applicable provisions of the Labor Agreement. The seniority rights of drivers transferring will be determined in accordance with applicable provisions of the Labor Agreement or as mutually agreed by all of the employees and Local Unions involved.
5. The Company proposes that this operational change be made effective no later than March 1, 1966.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # I.M.L. Freight, Inc. (Formerly Interstate Motor Lines, Inc.)
2-6-2192

Change Locals involved: 150, Sacramento, California
of 222, Salt Lake City, Utah
Operations 468, Oakland, California
533, Reno, Nevada

I.M.L. Freight, Inc. finds it necessary to make the following operational change:

1. Eliminate the presently existing six (6) protected relay runs operating six (6) days per week between Salt Lake City, Utah, and Oakland, California.
2. Increase the West Sleeper Board domiciled at Salt Lake City, Utah, which will operate to the Bay Area as well as other western points.
3. This operational change will affect the following present driving personnel:
 - (a) Local 222, Salt Lake City, Utah (12 drivers)
 - (b) Local 533, Reno, Nevada (8 drivers)
 - (c) Local 468, Oakland, California (12 drivers)
4. All of the above affected drivers will be offered employment in sleeper operations at Salt Lake City, Utah. The Company shall move drivers who accept employment at Salt Lake City, or pay their moving expenses in accordance with applicable provisions of the Labor Agreement. The seniority rights of drivers transferring will be determined in accordance with applicable provisions of the Labor Agreement, or as mutually agreed by all of the employees and the Local Unions and the Company.
5. The Company proposes that this operational change be made effective no later than March 1, 1966.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Lee Way Motor Freight, Inc. (Formerly Texas-Arizona Motor
2-6-2193 Freight, Inc.)

Change Locals involved: 104, Phoenix, Arizona
of 224, Los Angeles, California
Operation 310, Tucson, Arizona

PRESENT OPERATION:

1. At present, we operate two (2) schedules per day, five days each week, Tuesday through Saturday from Los Angeles to Desert Center, California, on a turnaround basis. This schedule now operates with two drivers stationed at Los Angeles on a 1st and 2nd guaranteed schedules out of Los Angeles.
2. At present, we operate six (6) regular schedules per day, five days each week, Monday through Friday and Tuesday through Saturday. These schedules now operate with the drivers stationed at Los Angeles and operate on a through-basis to Phoenix and returning the same route after their rest period. These drivers operate on a seniority board system at Los Angeles on their departures each night.
3. We presently operate two (2) regular schedules per night from Los Angeles to Tucson, Arizona, via Winterhaven, California. These schedules operate on a five night week basis, Monday through Friday and Tuesday through Saturday with drivers domiciled in Los Angeles running to Winterhaven, California., and from Winterhaven to Tucson, Arizona, with two drivers domiciled in Winterhaven running to Tucson and two drivers based in Tucson, Arizona, running to Winterhaven. These drivers all return to their point of domicile after their normal rest period.
4. All extra schedules operating from Los Angeles in excess of those outlined above operate on a through basis from Los Angeles to Phoenix, Arizona, and returning over the same route after their rest period in Phoenix.

PROPOSED OPERATION:

The Company proposes no change in the Present Operations numbered 1, 2 and 3 , above.

The Company proposes to change the Present Operation as reflected in number 4 above as follows:

1. Operate all extra schedules on either a Desert Center turnaround basis utilizing Los Angeles domiciled drivers to operate Los Angeles - Desert Center - Los Angeles and Phoenix domiciled drivers to operate Phoenix - Desert Center - Phoenix (this to be a slip seat operation), or, at the option of the Company.

(Continued)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Lee Way Motor Freight, Inc. (Formerly Texas-Arizona Motor
2-6-2193 Freight, Inc.)

Change of Operation 2. On a through basis Los Angeles - Phoenix - Los Angeles, as
now presently operated utilizing Los Angeles domiciled drivers
other than those drivers holding regular "bid" runs out of
Los Angeles.

(cont'd)

The Company proposes the following New Operations:

1. Dispatch extra schedules (not to exceed one in any twenty-four hour period) from Los Angeles to Gila Bend, Arizona, via Yuma with either Gila Bend or Tucson destined freight, utilizing the services of a Los Angeles domiciled driver who will lay over in Gila Bend and return to Los Angeles.
2. Dispatch a Tucson domiciled driver from Tucson to Gila Bend with Los Angeles destined freight to give to the Los Angeles domiciled driver who is on layover in Gila Bend. The Tucson domiciled driver will pick up the load in Gila Bend brought in by the Los Angeles domiciled driver and return to Tucson making any required drops in Gila Bend. This schedule will operate on a Tucson - Gila Bend - Tucson "Turnaround" basis.

On any given dispatch day that the driver of a regular "bid" run fails to work, due to an extra schedule run that day, he would be guaranteed his regular run.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Navajo Freight Lines, Inc.
2-6-2194

Change of Operations	Locals involved:	41, Kansas City, Missouri 468, Oakland, California 492, Albuquerque, New Mexico 710, Chicago, Illinois
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PRESENT OPERATION

At the present time we have 32 sleeper cab tractors and 64 drivers based at Albuquerque, New Mexico operating between Albuquerque, New Mexico and Chicago, Illinois and return; and 51 trucks and 102 drivers based at Albuquerque, New Mexico operating west into the Bay Area terminals of Oakland, California, San Jose, California, Manteka, California, and Fresno, California - also Las Vegas, Nevada and Phoenix, Arizona, and return.

PROPOSED CHANGE

Company proposes to redomicile to Kansas City, Missouri , 5 tractors and 10 drivers from the east board and 10 tractors and 20 drivers from the west board and establish new runs from Kansas City, Missouri on through run basis or via dispatch to the Bay Area terminals of Oakland, California, San Jose, California, Manteka, California, and Fresno, California - Also Las Vegas, Nevada and Phoenix, Arizona and return.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Navajo Freight Lines, Inc.
2-6-2195

Change of Operations	Locals involved:	41, Kansas City, Missouri 180, Los Angeles, California 710, Chicago, Illinois
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PRESENT OPERATION

We have 20 trucks and 40 drivers based at Los Angeles, California operating on a through run basis from Los Angeles, California to Chicago, Illinois and return.

PROPOSED OPERATION

Company proposes to continue to dispatch from Los Angeles, California to Chicago, Illinois and return, and have the right to dispatch from Los Angeles, California to Kansas City, Missouri and return, and Los Angeles, California to St. Louis, Missouri and return.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Navajo Freight Lines, Inc.
2-6-2196

Change of Operations Local involved: 492, Albuquerque, New Mexico

PRESENT OPERATION

At Artesia, New Mexico, we have one bobtail truck and one combination dock worker and city driver.

PROPOSED OPERATION

To discontinue operations and close terminal. The employee will be given the opportunity of employment when work is available at Albuquerque, New Mexico terminal or Amarillo, Texas terminal.

Since this does not involve a change of operations, the Company will not be responsible for moving of personal effects of the employee involved.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Navajo Freight Lines, Inc.
2-6-2197

Change Locals involved: 577, Amarillo, Texas
of 961, Denver, Colorado
Operations

PRESENT OPERATION

We have two bid sleeper runs domiciled at Denver, Colorado, operating when freight is available between Denver, Colorado and El Paso, Texas, and return, with pick-ups and deliveries at intermediate terminals.

PROPOSED OPERATION

To discontinue the Denver to El Paso operation from Denver. The El Paso destined freight will be loaded to Amarillo, Texas for consolidation to final destination. The two tractors will be placed into the West Wheel operating from Denver to Los Angeles, California, or Denver to Oakland, California, or Denver to Amarillo, Denver to Albuquerque runs. The drivers will be given the opportunity to remain at Denver and bid on Denver to Albuquerque-Amarillo or the West Wheel runs, where their seniority will allow, or they can redomicile at Amarillo, Texas.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Navajo Freight Lines, Inc.
2-6-2198

Change Locals involved: 180, Los Angeles, California
of 710, Chicago, Illinois
Operations

PRESENT OPERATION

We have fifty-two trucks and one hundred four regular drivers domiciled at Los Angeles, California operating between Los Angeles, California and Amarillo, Texas; Los Angeles, California and Albuquerque, New Mexico; and Los Angeles, California and Chicago, Illinois. The Company is bidding seats only on mentioned runs and drivers are placed or assigned on trucks. In some instances between annual bids drivers bid off run and chose to go on extra board and at a later date would bid on other vacant seats on the same or other runs. The Company would place or assign the drivers.

PROPOSED OPERATION

The Company proposes to slide all seats with drivers on all trucks based at Los Angeles, California terminal.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Navajo Freight Lines, Inc.
2-6-2199

Change Local involved: 492, Albuquerque, New Mexico
of
Operations

PRESENT OPERATION

At Carlsbad, New Mexico we have one female office employee and two combination dock workers and city drivers; one city tractor and one bobtail truck.

PROPOSED OPERATION

To discontinue operations and close terminal. The male employees will be given the opportunity of employment when work is available at Albuquerque, New Mexico or Amarillo, Texas.

Since this does not involve a Change of Operations the Company will not be responsible for moving of personal effects of the employees involved.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Navajo Freight Lines, Inc.
2-6-2200

Change	Locals involved:	492, Albuquerque, New Mexico
of		577, Amarillo, Texas
Operations		961, Denver, Colorado

PRESENT OPERATION

We have two single man bid runs domiciled at Albuquerque, New Mexico, operated from the single man pool board, when freight is available between Albuquerque, New Mexico and El Paso, Texas, with pickups and deliveries at intermediate terminals. Drivers lay over at El Paso, Texas.

PROPOSED OPERATION

To discontinue the Albuquerque to El Paso runs. The El Paso destined freight will be loaded into Amarillo, Texas for consolidation to final destination. The two tractors will remain in Albuquerque and the drivers can remain at Albuquerque to bid on other runs where their seniority will allow, or they can redomicile at Amarillo, Texas.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Navajo Freight Lines, Inc.
2-6-2201

Change Locals involved: 180, Los Angeles, California
of 492, Albuquerque, New Mexico
Operations

PRESENT OPERATION

At the present time the company can dispatch a maximum of two Los Angeles based sleeper teams daily from Los Angeles, California to Amarillo, Texas, and return with through loads originating at Amarillo, Texas or points east or south, destined for Los Angeles, California. The Los Angeles powers are limited to the handling of Los Angeles destined loads only on return.

PROPOSED OPERATION

The company to have the right to dispatch Los Angeles sleeper teams from Los Angeles, California to Amarillo, Texas as required by the availability of freight.

Company is requesting permission that if there are no Los Angeles loads available at Amarillo, we have the right to dispatch the Los Angeles based teams to Los Angeles, California on a via dispatch to their home terminal with Phoenix, Arizona or Las Vegas, Nevada. loads.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Navajo Freight Lines, Inc.
2-6-2202

Change Locals involved: 180, Los Angeles, California
of 710, Chicago, Illinois
Operations

PRESENT OPERATION

We have twenty trucks domiciled at Los Angeles, California operating between Los Angeles, California and Chicago, Illinois on a through run basis, and thirty-two trucks operating in a wheel between Los Angeles, California and Albuquerque, New Mexico and Los Angeles, California and Amarillo, Texas.

PROPOSED OPERATION

The present twenty trucks operating between Los Angeles, California, and Chicago, Illinois will not be disturbed. The Company proposes to transfer ten trucks from the present Los Angeles to Albuquerque-Amarillo wheel to the Los Angeles to Chicago run. There will be no redomicile or transfer of equipment or drivers.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Northern Pacific Transport Company
2-6-2203

Change Locals involved: 524, Yakima, Washington
of 690, Spokane, Washington
Operations 839, Pasco, Washington

The Northern Pacific Transport Company presently operates a run from Spokane, Washington to Yakima, Washington.

This run operates from each terminal 5 nights per week. Four of these are on a through run basis with a turnaround at Connell, Washington, on the 5th night. One driver is based at Yakima, and the other at Spokane.

It is the Transport Company's desire to change the operation to a turnaround run nightly.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # O.N.C. Motor Freight System
2-6-2204

Change of Locals involved: 186, Ventura, California
Operation 224, Los Angeles, California
381, Santa Maria, California

Presently, we have no line drivers domiciled at Santa Maria. Neither do we have established bid runs into or out of Santa Maria.

This traffic today is being handled by the Los Angeles extraboard, dispatched from Los Angeles to Santa Maria and return to Los Angeles, and/or continues a through run to some destination north of Santa Maria. Occasionally we will dispatch an Oxnard driver, who originates in Oxnard, to Los Angeles, Los Angeles to Santa Maria, and returning to Oxnard.

We propose to domicile a line driver in Santa Maria. We will first give the Los Angeles extraboard an opportunity for one of the drivers to move to Santa Maria and pull a turn from Santa Maria to Los Angeles and return each night, Monday night through Friday night. Since there is a limited amount of business southbound from Santa Maria today, we propose to dispatch this Santa Maria driver via Oxnard, picking up the overflow of freight southbound, and above the loads available on any given night from Los Angeles to Oxnard. The Santa Maria driver would pick up loads in Oxnard, come to Los Angeles, take his lunch, and return to Santa Maria. In some cases he would drop and pick up a trailer in Oxnard and continue to Santa Maria. This would mean that the Santa Maria driver would be utilized ahead of the present second Oxnard driver.

The Sunday night freight out of Los Angeles would be handled by either Los Angeles drivers or Oxnard drivers, with the Santa Maria driver running five nights a week unless cancelled for reasons of not moving a schedule and/or no freight available.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Pacific Intermountain Express Co.
2-6-2205

Change Locals involved: 287, San Jose, California
of 468, Oakland, California
Operations

Request that short-line drivers in San Jose be transferred
to Oakland.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Pacific Intermountain Express Co.
2-6-2206

Change	Locals involved:	81, Portland, Oregon
of		180, Los Angeles, California
Operations		224, Los Angeles, California
		468, Oakland, California
		741, Seattle, Washington

Request establishment of breakpoint at Corning, California,
on sleeper cab operation between Los Angeles and the Northwest.
No movement of men involved.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Pacific Motor Trucking Company
2-6-2207

Change of Operation Locals involved: 137, Marysville, California
Redding, California
150, Sacramento, California
468, Oakland, California
962, Medford, Oregon

Outline of Present Operations:

1. San Francisco

1 bid run San Francisco to Redding or beyond -on 3 & 2 basis.

2. Sacramento

1 bid run Sacramento to Medford-on 3 and 2 basis.

3. Medford

- a. 1 bid run Medford to Sacramento-on 3 and 2 basis.
- b. 5 extra drivers protected to operate Medford to Redding or north as the flow of traffic dictates.

4. Redding

- a. 1 bid run Redding to Sacramento on short line turnaround basis.
- b. 4 extra drivers protected to operate Redding to Medford or Sacramento as traffic flow dictates.

5. Oakland

- a. 1 bid run Oakland to Medford-on 3 and 2 basis.
- b. 1 bid run Oakland to Redding-on 3 and 3 basis.

NOTE: Extra board drivers operate from San Francisco, Sacramento and Oakland as required.

Outline of Proposed Operations:

1. San Francisco

No change proposed. Continue 1 bid run San Francisco to Redding or beyond on 3 and 2 basis.

2. Sacramento

No change proposed. Continue 1 bid run Sacramento to Medford on 3 and 2 basis.

3. Medford

1 bid run Medford to Sacramento to be continued on 3 and 2 basis.

(Continued)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Pacific Motor Trucking Company
2-6-2207

Change
of
Operation

Add

(cont'd)

- a. 1 bid run Medford to Oakland or Sacramento as the traffic may dictate-on 3 and 2 basis.
- b. 1 bid run Medford to Redding on a short line turnaround basis.
- c. An Extra board will be maintained to handle extra schedules as required from Medford to Oakland, Sacramento or Redding - Redding on a turnaround basis.
4. Redding
 - a. 1 bid run Redding to Sacramento will continue as presently operated on a short line turnaround basis.
 - b. Present mail runs are not involved or affected and will continue.

PROPOSED CHANGE:

- a. Eliminate Redding as a division point on PMT north-south schedules. Oakland, Sacramento and Medford originated runs which have heretofore divisioned at Redding will operate through Redding.
- b. There shall be no restrictions on drivers operating through Redding from dropping or picking enroute.
- c. Any schedules over and above those which can be handled by through or bid drivers available at Redding may be moved to Medford, Sacramento or Oakland on a turnaround basis by Redding based drivers.
5. Oakland
 - a. 1 bid run Oakland to Medford to continue as presently operated on a 3 and 2 basis.

Proposed Change:

- a. Add: 1 additional Oakland-Medford bid run on a 3 and 2 basis.
- b. Add: 1 Oakland to Redding or Medford bid run as may be dictated by the flow of traffic on a 3 and 2 basis.
- c. Establish an Oakland-Redding short line turnaround operation to be operated at Company option dependent on the availability of traffic.
- d. An extra board will continue to be maintained to handle extra schedules as required to Medford or Redding.

Employees Affected

It appears that only four employees domiciled at Redding will be affected by this proposed change. However, it also appears that in the final analysis only two of these employees will actually be displaced. Nevertheless, any of these employees affected will be offered job opportunities at other locations as provided under the current Master Agreement and appropriate supplements thereto.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Pacific Motor Trucking Company
2-6-2207

Change of
Operation

General

(cont'd)

1. Present mail and express schedules are not involved or affected by this proposed change of operations.
2. There shall be no restriction on through drivers from dropping and picking loaded or empty equipment enroute.
3. Out-of-town drivers shall be dispatched ahead of home-based drivers.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # The Ringsby System
2-6-2208

Change Locals involved: 224, Los Angeles, California
of 533, Reno, Nevada
Operations

At the present time, Ringsby Truck Lines has an operation from Los Angeles, California to Reno, Nevada, with a division break at Bishop, California.

Our Company has observed carefully, the operation of Western Gillette, who has operated over the same route since 1964, with a single man operation Los Angeles to Reno, eliminating the Bishop lay point, and it is our firm conviction this run can be made straight through, by one driver with proper equipment, legally, and in full compliance with ICC regulations.

Therefore, it is our Company's proposal that we either purchase new tractors or replace the engines in those we now operate with adequate horsepower, and schedule the Los Angeles - Reno run straight through as a singleman division run, eliminating the Bishop lay point.

The drivers, members of Local 533, presently stationed at Bishop, will be offered the first bids on the through schedules with the understanding that they move to Los Angeles, with the Company paying the costs of this move in accordance with our Union contract.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Willig Freight Lines
2-6-2209

Agreed Locals involved: 85, San Francisco, California
to 980, Santa Rosa, California
Change

It is our desire to change the operating procedure of our San Francisco to Fort Bragg schedule.

At the present time, this schedule leaves San Francisco at approximately 2:00 a.m., arriving at Fort Bragg at 7:00 a.m., returning to San Francisco on a turnaround basis.

We request that the schedule be domiciled at Fort Bragg, California and leave at approximately 6:00 p.m. for San Francisco and return to Fort Bragg on a turnaround basis.

AGREED TO CHANGE.

PROPOSED

JOINT WESTERN AREA COMMITTEE AGENDA

Submitted by The

WESTERN MASTER FREIGHT DIVISION

Meetings of February 14, 15, 16, 17, & 18, 1966

At The

Sir Francis Drake Hotel - San Francisco, California

Joint Session of the Full Committee.

Monterey Room - 2:00 p.m., Monday, February 14, 1966.

1. Approval of the Minutes of the JWAC Sessions held November 8, 9, 10, 11, & 12, 1965.
2. Discussion of cases filed with the Joint Western Area Committee after deadline date.
3. Approval of the Joint Agenda for the February sessions of the JWAC.
4. Naming of members of the Main Committee and Sub-Committees.
5. Communications.
6. Other procedural or policy matters to come before the JWAC.
7. ADJOURNMENT.

/len

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 17, Denver, Colorado, and
2-6-2210 Pacific Intermountain Express

P & D Teeters, Cade, Schafer, DeLong Wood state: We five men were
Dispute told on 11/24/65 to report for work at 11:00 P.M. on 11/25/65;
our assigned shift from the beginning of the week was from
5:00 P.M. to 1:30 A.M. Were on holiday pay for 11/25/65 from
5:00 P.M. to 1:30 A.M. We were told to report for work from
11:00 P.M. 11/25/65 to 7:30 11/26/65 A.M. We feel that we are
entitled to 8 hours of one and one-half times our regular rate of pay.

Case #48.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC January 5, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 17, Denver, Colorado, and
2-6-2211 Santa Fe Trail Transportation Co.

P & D Walter F. Widman claims 24 1/2 hours at the time and one-half
Dispute rate for violation of seniority rights on September 16, 17, 20,
21, 22, 23, and 24th, 1965.

Case #34.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC November 3, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 45, Great Falls, Montana, and
2-6-2212 Consolidated Freightways

P & D Union stated that the 5 men involved in this case had been paid
Dispute for straight dock work by the employer and that all of the men at
one time or another on every shift worked and performed fork lift
work as well as checking freight.

It was the employers position that on the evening shifts these men
worked they were not directed to use the fork lift. The fact that
the men used the fork lift of their own accord does not necessarily
make them a fork lift operator. It was the position of the Company
that an employee has to be assigned as a fork lift operator,
checker, etc.

Case Numbers - M-529, M-530, M-531, M-532, M-533.

JSC Motion: That in Cases M-529, 530, 531, 532, and 533, the
claim of the Union be paid for the days that the employees worked
in a higher classification, from the date that each employee became
a regular employee. Further, that the involved employees be
paid the additional 12¢ per hour for casual employment if the records
show that they did not receive same.

Deadlocked Montana JSC November 19, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 81, Portland, Oregon, and
2-6-2213 Helphrey Motor Freight

P & D The Union contends that blood meal is obnoxious cargo and men
Dispute handling it are entitled to the \$1.00 per day additional pay as
obnoxious cargo. The Union contends that the blood meal is sacked
in old sacks and filters through, it gets into the mens clothes
and cannot be removed until they are laundered, the men are not
furnished any protective clothing and the smell, as well as the
meal itself is obnoxious. The Union contends that the men are
entitled to the additional \$1.00 per day because of the extreme
discomfort in handling blood meal, further, that the intent of the
Contract was to include such items not to limit this premium to
only those items listed.

Case #689.

JSC Motion: That the blood meal be construed as obnoxious cargo
and the men be paid according to the Contract.

Deadlocked Oregon JSC January 3, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 87, Bakersfield, California, and
2-6-2214 Asbury Transportation

P & D Union claims ten days pay under the Local PUD Contract for
Dispute L. D. Tutt when oilfield equipment driver worked local freight.

Union claims the Company worked driver Peevey on freight when
driver Tutt was on layoff and should have been called back.

The Company claims Peevey was doing oilfield work and not
freight.

Case #CV-125-1305.

JSC Motion: That the Union's claim be upheld.

Deadlocked California Valley Joint State Committee
(no date given)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
2-6-2215 Exley Express

P & D This member worked from 8:00 A.M. to 4:30 P.M. on 10-29-65,
Dispute a Friday. Before he checked out he was told the checks had not
 come and that they would not be paid. Mr. Exley then took the
 time cards and checked the men out. The checks came in at
 6:45 P.M. and then this man checked his own card. This claim
 is for 2 hours and 15 minutes at time and a half - \$11.78.

Case #SC-1-66-6703.

JSC Motion: That the claim of Reynoldo Gonzales is allowed.

Deadlocked Southern California JSC January 5, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
2-6-2216 Kings County Truck Lines

P & D On Friday, October 29th in the afternoon, I was asked to work on
Dispute Saturday. Then I took a load out and upon my return to the terminal,
I was told that the load for Saturday did not materialize.

On Saturday, October 30th, a leaser, McVay, brought a load to
Safeway. He was driving tractor #3, trailer #11. This work was
always done by local drivers.

My claim is for 8 hours pay at 1 1/2 the regular rate. Claim-\$41.88.

Case #SC-12-65-6580.

JSC Motion: That the claim of W. DeFusco be allowed in the
amount of \$41.88 for Saturday, October 30, 1965.

Deadlocked Southern California JSC December 15, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
2-6-2217 Santa Fe Trail Transportation

P & D On August 15, F. M. Ward was available for work. The Company
Dispute called Vince Petruzzi. We claim the amount Petruzzi earned
 that day, while working in Ward's stead.

Case #SC-12-65-6592.

JSC Motion: That the claim of F. M. Ward be denied.

Deadlocked Southern California JSC December 16, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
2-6-2218 Transcon Lines

P & D Local Union contends that the Company is subterfuging both the
Dispute Local and Master Agreement as outlined in this grievance.

The Local Union requests that this man be put on a regular payroll and be paid for all time lost because a junior man worked in his stead.

Case #SC-1-66-6731.

JSC MOTION: That the claim of M. L. Cash be denied.

Deadlocked Southern California JSC January 5, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
2-6-2219 Yale Cartage Corporation

P & D On 12-3-65, the Company laid off in excess of the provisions
Dispute of contract. We claim a day's pay for Roderick Ornelas at his
applicable rate.

Case #SC-1-66-6740.

JSC Motion: That the claim of Roderick Ornelas be allowed.

Deadlocked Southern California JSC January 5, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 357, Los Angeles, California, and
2-6-2220 California Motor Express

P & D For and on behalf of: John T. Hill. Complaint By Hill: "During
Dispute The month of September I worked more than 13 days as a casual
and again during the month of October, I worked more than 13 days
as a casual at CME. I have requested the Company put me on as
a regular employee with seniority as of September 1, 1965, as per
the Union contract. CME refused - they said they are not putting
any new employees on.

Case #SC-12-65-6522.

JSC Motion: That the claim of John T. Hill be allowed.

Deadlocked Southern California JSC December 13, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 357, Los Angeles, California, and
2-6-2221 Transcon Lines

P & D "On Friday, 12-3-65, I completed my shift at 8:30 A.M. My shift
Dispute is 12:01 to 8:30 A.M. When leaving work at this time I was on the
 on-call list for the next day, Saturday, 12-4-65 at 6:00 A.M. Some
 time in the evening while my wife and I were out, a call was made
 to my house in regards to the changing of the shift time to Sunday,
 December 5th at 6:00 A.M.

I reported for work on Saturday at 6:00 A.M. to be sent home and
told to come in the following day, Sunday, 12-5-65 at the same time
6:00 A.M. I feel as tho I am entitled to Saturday's pay due to the
fact I reported at my shift time that was posted Friday at my
leaving the Company property and was never reached personally
in regards to the new shift change.

Case #SC-1-66-6673.

JSC Motion: That the claim of Reuben Nettleton is allowed.

Deadlocked Southern California JSC January 4, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 533, Reno, Nevada, and
2-6-2222 Wells Cargo

P & D Union claims Company unloaded freight off of rail cars with line
Dispute drivers. Company claims exempt from PUD. Union's position
 is the intent not to permit this type of operation.

The Company claims they unload rail cars for in town and out of
town and have been doing this work for 22 years with line drivers
and have never considered it pickup and delivery work.

Case #CV-115-1304.

JSC Motion: That the Union's claim be upheld.

Deadlocked California Valley JSC November 22, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 690, Spokane, Washington, and
2-6-2223 United-Buckingham Freight Lines

P & D Asking for Saturday 11/20/65, premium pay for Andy Hurley,
Dispute who signed to work Saturday. Company allowed Shop Steward
to sign the name of another dock man by the name of McCulley.
We have always taken the position that nobody signs for anyone
but themselves, therefore, requesting Saturday pay for
Mr. Hurley.

Case #1316 (U).

JSC Motion: That the Union's position be upheld.

Deadlocked Washington JSC January 6, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
2-6-2224 Garrett Freightlines, Inc.

P & D Local 741 claims that under Article 51 of the Western States
Dispute Area Pick-Up and Delivery Supplement, Garrett Freightlines
owes health and welfare payments for Larry D. Jones for hours
worked in September, 1965.

Case # 1311 (U)

JSC Motion: That the Union's position be upheld.

Deadlocked Washington JSC January 5, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 741, Seattle, Washington, and
2-6-2225 Los Angeles Seattle Motor Express

P & D
Dispute

On Labor Day, September 6, 1965, LASME dispatched 2 Los Angeles sleeper drivers to Longacres race track to pick up 'tote boards'. The drivers performed the work of loading their equipment which is a violation of Article 52, Paragraph (a) and (b) of the Western States Area Over-the-Road Supplemental Agreement and Local 741 requests the top two Heavy Duty drivers on the Seattle pickup and delivery seniority list be compensated for 8 hours pay each at the premium rate for Labor Day.

Case #1275 (U).

JSC Motion: That based on the facts in this case, claim of the Union be paid, however, this does not prevent the employer from using other provisions of this agreement.

Deadlocked Washington JSC November 3, 1965.

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

* * * * *

Case #

2-6-2226

(L-386)

J. C. GARZA, member of Local 208, Los Angeles, Calif. Employee of Panda Terminals. Request is for a period of thirty (30) days, effective November 15, 1965, for the purpose of working on the election committee of the Local Union.

(L-387)

ERNEST BONNEY, JR., member of Local 692, Wilmington, California. Employee of Griley Security Freight Lines. Request is for a period of ninety (90) days, effective November 1, 1965, for the purpose of going into Supervision as Dispatcher.

(L-388)

CLAUDE E. HEADLEY, member of Local 208, Los Angeles, California. Employee of Quick Service Transfer Co. Request is for a period of ninety (90) days, effective November 16/65 for the purpose of trying out for Salesman position.

(L-389)

CALVIN T. BEAMS, member of Local 357, Los Angeles, California. Employee of California Motor Express, Ltd. Request is for a period of ninety (90) days, effective November 5, 1965, for the purpose of Dock Supervisor, the duties of which are not covered by Western States Area Master Freight Agreement. Employer will make the required Pension Fund and Health and Welfare payments during leave of absence.

(L-390)

TEDDY JOE CARTER, member of Local 357, Los Angeles, California. Employee of Imperial Truck Lines, Inc. Request is for a period of ninety (90) days, effective November 8, 1965, for the purpose of trying out as a Dock Foreman for Imperial Truck Lines, Inc.

(L-391)

JOHN KISSEL, member of Local 17, Denver, Colorado. Employee of Interstate Motor Lines. Request is for a period of thirty (30) days, effective November 4, 1965, for the purpose of temporary job as City Dispatcher.

(L-392)

CHIEF DeSOTO, member of Local 208, Los Angeles, California. Employee of Ringsby Truck Lines. Request is for a period of thirty (30) days, effective November 15/65 for the purpose of working on the election committee of the Local Union.

(Continued)

Joint Western Area Committee

Case # 2 -6 - 2 2 2 6

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

* * * * *

- Case # (L-393) FRANK MORELLO, member of Local 208, Los Angeles, California. Employee of Denver Chicago Trucking Co. Request is for a period of thirty (30) days, effective November 15, 1965, for the purpose of working on the election committee of the Local Union.
- (L-394) MELVIN J. WYNIS, member of Local 17, Denver, Colorado. Employee of Salt Creek Freightways, Inc. Request is for a period of ninety (90) days, effective November 15, 1965, for the purpose of assuming the duties of an Assistant Dock Foreman.
- (L-395) SALVATORE LUCENTE, member of Local 357, Los Angeles, California. Employee of Western Gillette, Inc. Request is for a period of ninety (90) days, effective December 4/65, for the purpose of returning to Italy to take care of family affairs and also father is in poor health and not expected to live.
- (L-396) CLIFTON G. WHITSON, member of Local 208, Los Angeles, California. Employee of Quick Service Transfer Co. Request is for a period of ninety (90) days, effective November 16, 1965, for the purpose of Sales trial.
- (L-397) HOWARD CASH, member of Local 186, Santa Barbara, California. Employee of Certified Freight Lines. Request is for a period of ninety (90) days, effective October 11/65, for the purpose of trying out a new short line run for the Employer.
- (L-398) BILL K. JEWELL, member of Local 467, San Bernardino, California. Employee of Imperial Truck Lines, Inc. Request is for a period of ninety (90) days, effective November 29, 1965, for the purpose of trying out for a Dispatcher position.
- (L-399) WILLIAM J. COLA, member of Local 208, Los Angeles, California. Employee of Union Pacific Motor Freight Co. Request is for a period of ninety (90) days, effective December 1, 1965, for the purpose of Dispatcher position.
- (L-400) RICHARD SWANSON, member of Local 208, Los Angeles, California. Employee of Imperial Truck Lines, Inc. Request is for a period of ninety (90) days, effective December 27/65, for the purpose of working as a freight solicitor.

(Continued)

Joint Western Area Committee

Case # 2 -6 - 2 2 2 6

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

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- Case # (L-401) EDWARD M. PETERSEN, member of Local 17, Denver, Colorado. Employee of Eastern Express, Inc. Request is for a period of ninety (90) days, effective January 3/66, for the purpose of accepting a position of Supervisor.
- 2-6-2226
- (L-402) Q. B. GHAN, member of Local 224, Los Angeles, California. Employee of Pacific Intermountain Express. Request is for a period of forty-five (45) days, effective November 16/65, for the purpose of training for Dispatching.
NOTE: Original Leave of Absence, commencing Oct. 1/65 for a period of 45 days was granted during the November, 1965 JWC Meetings. Refer to Case #11-5-2086 (L-379).
- (L-403) R. CAPALETY, member of Local 208, Los Angeles, California. Employee of Consolidated Freightways. Request is for a period of ninety (90) days, effective (no date given) for the purpose of position as a Sales Representative.
- (L-404) LESLIE N. ULMER, member of Local 104, Phoenix, Arizona. Employee of Denver Chicago Trucking Company, Inc. Request is for a period of ninety (90) days, effective January 1, 1966, for the purpose of accepting a position of work not covered by the National Master Freight Agreement and the Western States Pick-Up and Delivery Local Cartage and Dockworkers Supplemental Agreement.
- (L-405) HARRY MARSHALL, member of Local 17, Denver, Colorado. Employee of Navajo Freight Lines. Request is for a period of ninety (90) days, effective December 13, 1965, for the purpose of acting as Business Agent for Local 17.
- (L-406) PERSHING GREEN, member of Local 17, Denver, Colorado. Employee of Interstate Motor Lines, Inc. Request is for a period of ninety (90) days, effective December 13, 1965, for the purpose of serving as paid Secretary-Treasurer.
NOTE: Original Leave of Absence, commencing November 14, 1962, for a period of 90 days was granted during the February, 1963 JWC Meetings. Refer to Case #2-3-661 (L-91)
- (L-407) ALVIN MOLDEN, member of Local 17, Denver, Colorado. Employee of Watson Wilson. Request is for a period of ninety (90) days, effective December 13, 1965, for the purpose of serving as Business Agent for Local 17.

(Continued)

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

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- Case # (L-408) RAY W. NEVILLE, member of Local 104, Phoenix, Arizona. Employee of Watson Wilson Transportation (Yellow Transit). Request is for a period of thirty (30) days, effective January 11, 1966, for the purpose of Truck Dispatcher at Flagstaff, Arizona.
- (L-409) ROBERT KEMPTON, member of Local 104, Phoenix, Arizona. Employee of Alabam Freight Lines (Division of Consolidated Copperstate). Request is for a period of twenty-one (21) days, effective January 3, 1966, for the purpose of serving as Driver Instructor at the El Paso, Texas terminal, during which time he will be paid in the same manner as he would if he were driving on his regular "bid" run.
- (L-410) ERNEST ROE, member of Local 208, Los Angeles, California. Employee of West Coast Fast Freight. Request is for a period of thirty (30) days, effective January 4/66, for the purpose of filling the duties of Dispatcher for Los Angeles area .
- (L-411) NORMAN CLARK, member of Local 542, San Diego, California. Employee of Alco Transportation Company. Request is for a period of ninety (90) days, effective January 3/66 for the purpose of an appointment as Business Agent for the Local Union - No. 542.
- (L-412) MARVIN GANTENBEIN, member of Local 17, Denver, Colorado. Employee of Ephraim Freightways, Inc. Request is for a period of ninety (90) days, effective December 1, 1965, for the purpose that the Company has an opening calling for additional supervisory help.
- (L-413) BERL MATHEWS, member of Local 439, Stockton, California. Employee of Paxton Trucking Company. Request is for a period of ninety (90) days, effective January 16, 1966, to April 18, 1966, for the purpose of becoming Dispatcher for Paxton Trucking Company.

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE
* * * * *

Case # (L-414) NEILS T. LUNDQUIST, member of Local 983, Pocatello, Idaho. Employee of Garrett Freightlines, Inc. Request is for a period of ninety (90) days, effective January 24, 1966, for the purpose of being with his wife because of her illness. The doctor advises that she should not be left alone.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 70, Oakland, California, and
5-5-1879 Pacific Intermountain Express
 (Transcon Lines)

Joint Cases originally filed through Hiring Hall Committee. Hearings
Council 7 consolidated by agreement.
Dispute

Union feels that Tollfree should have been permitted to work as
dispatched from Hiring Hall on September 25, October 2nd, and
October 4, 1964; that he is a qualified worker, that he should
receive a day's pay for each of the days on which he was refused
employment.

Brotherhood of Teamsters, Local 70, wishes to refile Joint Council
Labor Management Committee Case Nos. LD-1785 and LD-1789,
in accordance with the decision of Joint Western Area Committee
Case No. 5-5-1879.

The Union has attempted to arrange meetings with the Employer
(Transcon) but to no avail.

Case Numbers - LD-1785 and LD-1789.

May JWAC Action: That in this case and cases pertaining to this
case be referred back to the Hiring Hall Committee for adjudication.
In the event that they don't hear them, that this committee will hold
jurisdiction and then hear them, and that rules of procedure governing
the committee action of the Hiring Hall be reduced to writing.

August JWAC Action: Based on the facts presented in Case 1879
involving Local 70 and Pacific Intermountain Express, that the claim
of the Union be denied in accordance with Article 38, Section 4 of
the Local 70 P&D Agreement, with the understanding that the decision
in this case sets no precedent for future cases.

NOTE: This is a statement of the two Co-Chairmen: It was not the
intent of the Local Union to apply the decision in this case to Case
LD-1741 - 55, - 66 -, -85, -89, -91, -92, -93, 94, -95, and -96,
and those cases are referred back to the parties for further
investigation.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 224, Los Angeles, California, and
5-5-1924 Milne Truck Lines

Interpre- Local 224 is asking the Joint Western Area Committee for an
tation interpretation of the decision of J.W.C. Case #5--5-1924 -
 (Local 224 vs Milne Truck Lines)

The question is: Are the trucks dispatched in the order of
reaching the check line, or after they are inspected and
cleared by a mechanic stationed at the check line?

Case Number - none given.

Southern California JSC date of action - none given.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 690, Spokane, Washington, and
11-5-2127 United-Buckingham Freight Lines

OTR Local 690 is requesting two (2) Portland bid runs per day.
Dispute

Particulars will be available at the November, 1965 JWC
hearings.

Case #1186 (U).

JSC Motion: That the Company try two (2) Spokane-Portland
runs per night to be started when the Company has completed
their Change of Operations as recently granted by the JWAC
in Case No. 8-5-1967, to try this for a 90 day period at which
time the Union and the Company will either agree they can bid or
present facts before this committee as to their inability to bid
these runs.

Deadlocked Washington JSC September 8, 1965.

November JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 961, Denver, Colorado, and
11-5-2140 Navajo Freight Lines

MASTER Local 961 on behalf of its members employed at Navajo Freight
Dispute Lines state: This grievance is being filed against Navajo Freight
Lines because of the Company's failure to pay the \$5.00 on
piggy-back. Grievance signed by Frank Newman, Fred H. Brown,
Sam Altergott, Claude C. Griffin, Fred Bozaich, Walter O. Warner,
Cecil J. Hoffman, James Heeres, D. McManigal, M. L. Carter,
O. K. Foster, L. L. Larson, H. L. Hicks, P. I. Plym,
E. E. Gaddis, L. A. Cowan, L. A. Montgomery, Paul Meyers,
Lloyd E. Plush and John J. Nelson.

Case #24.

JSC Motion: None given.

Deadlocked Colorado - Wyoming JSC September 8, 1965.

November JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 81, Portland, Oregon, and
11-5-2159 Denver-Chicago Truck Service

P & D Local Union 81 is claiming that Denver-Chicago Truck Service is
Dispute in violation of Article 57, Section 2, of the Pickup and Delivery,
 Local Cartage and Dock Workers Supplemental Agreement.

The Union contends that the Contract states that choice of premium day overtime shall be according to seniority. On September 24, 1965, a junior man did heavy duty work that employee Robert Herold was entitled to. The Company stated that Herold was not a qualified heavy duty man, the Union furnished the panel with pay slips showing that Herold had performed heavy duty work on several occasions and was a qualified heavy duty man. The Union is claiming runaround pay for Herold in the amount earned by the junior man.

The Company contends that Herold is a bid P.U.D. driver, and their best, and on occasion had done some hostling, however, he is not qualified to drive a diesel tractor and a semi-trailer. The junior man, Olson, who made the trip to Camas on the Saturday in question, does heavy duty work five days a week and is experienced with this type of equipment.

Case #663.

JSC Motion: That the Union's claim be upheld.

Deadlocked Oregon JSC October 11, 1965.

November JWAC Action: This committee to hold jurisdiction on this case until the next session.

NOTE: This case was deadlocked by the Committee for Local Operations and upon reporting to the Main Committee, the above action was taken.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 81, Portland, Oregon, and
11-5-2160 Los Angeles - Seattle Motor Express

OTR Local Union 81 is claiming 126 1/2 hours each for sleeper team
Dispute McNeal and McNulty, delay time, from Los Angeles-Seattle
Motor Express.

The Union contends that this team was dispatched out of Portland Sunday, August 22, 1965, and arrived in Oakland Monday morning, August 23, 1965, and there was a Machinists Union picket line at the terminal. After 13 hours, they were called to come to work and the pickets were still there. They were called again on the 27th of August and again refused to cross the picket line. The Union contends that the picket line was on the Oakland Terminal the Friday before this team was dispatched out of Portland and the Company knew it and dispatched them anyway. Therefore, the Union maintains that the drivers are entitled to pay for all hours spent in terminal delay from their 13th hour.

The Company contends that they had no knowledge of the picket line at the Oakland Terminal before 11:00 p.m. Sunday, August 22nd, 1965. Further, their local crews worked on Friday, Saturday, and finished out their shifts on Sunday night after the pickets were placed on the terminal. The Company contends that they felt there would be no possibility of pickets at the terminal because they had a contract covering their shop men that was still in effect. The drivers were paid 110 1/2 gross hours and were dispatched at 7:30 p.m. on August 27, 1965, and refused to go.

Case #656.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC October 11, 1965.

November JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 57, Eugene, Oregon, and
2-6-2227 Consolidated Freightways, Inc.

OTR The Union contends that on the day in question, the Company
Dispute used a salesman, who is not a member of the bargaining unit, to
take a cub tractor to Salem where he exchanged it for another
cub and brought it back to Eugene, approximately 140 miles
round trip. The Union contends that this is line drivers' work;
if there were no line drivers available, the work should have
gone to another member of the bargaining unit, the senior P.U.D.
man that did not work on that day.

Case #690.

JSC Motion: That the Union's claim be upheld.

Deadlocked Oregon JSC January 3, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 70, Oakland, California, and
2-6-2228 California Motor Express

Joint Company starts swing platform men at starting time per Contract,
Council 7 and night hostlers at a different time.
Dispute

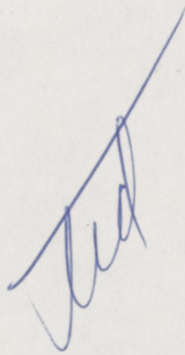
Union feels that the regular starting time of 5:00 p.m. for the
swing shift remain in effect for the entire shift.

Employer Position: Night starting times limited to night platform
men and not intended to cover hostlers.

Case #LD-2112.

Joint Council #7 Labor-Management Committee Motion: That
the Union's claim be denied.

Deadlocked Joint Council #7 Labor-Management Committee
January 6, 1966.



Joint Western Area Committee

Case # 2 - 6 - 2 2 2 8

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 70, Oakland, California, and
2-6-2229 Coast Drayage

Joint On June 25, 1965, Company allowed fork lift driver to enter van
Council 7 and the job called for a hand stacker. Tractor #86-2 trailers
Dispute at Purex loaded over 39,000. Requesting 2 hour minimum for
a man laid off on June 25, 1965, or if no man laid off, a man
out of Hiring Hall.

Case #LD1932.

Joint Council #7 Labor-Management Committee Motion: That
the Union's claim be denied.

Deadlocked Joint Council #7 Labor-Management Committee
August 19, 1965.

R. Jones

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 70, Oakland, California, and
2-6-2230 Coast Drayage

Joint Union claims pay for a standby lumber for work performed by
Council 7 customer's fork lift.
Dispute

On August 18, 1965, at R & B Warehouse, the Company allowed a
fork lift driver to enter van (15, Tractor #65) and pick up load
for hand stacker. Requesting 2 hour minimum for a man laid off
that day or a man out of the Hiring Hall.

Employer Position: Case not properly before the Committee in
view of injunction against Local 70 prohibiting use of the grievance
procedure to enforce use of unwanted lumpers in violation of
Article 45.

Case # LD-1969.

Joint Council #7 Labor-Management Committee Motion: That
based on the injunction dated October 4, 1965, issued by Judge
Harris of U.S. District Court against Local 70 in Case #42,909,
this case is improperly before this committee.

Deadlocked Joint Council #7 Labor-Management Committee
October 21, 1965.

Junes

Joint Western Area Committee

Case # 2 - 6 - 2 2 3 0

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 70, Oakland, California, and
2-6-2231 Coast Drayage

Joint Council 7 Union claims pay for a standby lumber for work performed by
Dispute customer's fork lift.

On August 6, 1965 at Purex Company, the Company allowed a
fork lift driver to enter the van (#67) and picked up load for hand
stacker. Requesting 2 hour minimum for a man laid off that day
or a man out of the Hiring Hall.

Employer Position: Case not properly before the committee in
view of injunction against Local 70 prohibiting use of the grievance
procedure to enforce use of unwanted lumpers in violation of
Article 45.

Case #LD-1970.

Joint Council #7 Labor-Management Committee Motion: That based
on the injunction dated October 4, 1965, issued by Judge Harris
of U.S. District Court against Local 70 in Case #42,909, this case
is improperly before this committee.

Deadlocked Joint Council #7 Labor-Management Committee
October 21, 1965.

Handwritten signature

Joint Western Area Committee

Case # 2 - 6 - 2 2 3 1

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 70, Oakland, California, and
2-6-2232 Delta Lines

Joint Does time spent in the military service apply toward the amount
Council 7 of annual vacation due an employee reinstated under the Selective
Dispute Service Act of 1948? In other words, does annual vacation equal
total length of employ alone, or total length of employ plus
length of military service?

Case #LD-1993.

Joint Council #7 Labor-Management Committee Motion: That
the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
October 21, 1965.

X rector

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 70, Oakland, California, and
2-6-2233 Di Salvo Trucking Company

OTR Work jurisdiction - Local 70 vs Di Salvo Trucking Company.
Dispute

Case #1761.

JSC Motion: The case is being referred from the JSC to the
JWAC.

California Bay JSC date of action (none given).

Duke

Joint Western Area Committee

Case # 2 - 6 - 2 2 3 3

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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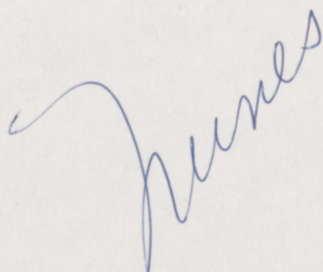
Case # Local 70, Oakland, California, and
2-6-2234 Lodi Trucking Service

Joint Council 7 Dispute Determination of whether the trucking company is in violation of Article 45 by relocating two of their regular employees from assignment at a shipper who decided to use his own employees for fork lift loading.

Case #LD-2004.

Joint Council #7 Labor-Management Committee Motion:
That based on the injunction dated October 4, 1965, issued by Judge Harris of U. S. District Court against Local 70 in Case #42,909, this case is improperly before this committee.

Deadlocked Joint Council #7 Labor-Management Committee
October 21, 1965.



Joint Western Area Committee

Case # 2 - 6 - 2 2 3 4

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 70, Oakland, California, and
2-6-2235 Los Angeles-Seattle Motor Express

OTR New Article 45. Work jurisdiction.
Dispute

Case #CB-1743.

JSC Motion: The case is being referred from the JSC to the
JWAC.

California Bay JSC date of action - none given.

Duke

Joint Western Area Committee

Case # 2 - 6 - 2 2 3 5

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 70, Oakland, California, and
2-6-2236 Los Angeles-Seattle Motor Express

Joint Mosley and Simpson reported for work on Friday swing shift
Council 7 October 8. They were paid straight differential time for this
Dispute work.

Mosley was worked outside of his regular shift and should be paid time and one-half. Simpson's work on shift in question constituted a sixth day and should be paid at time and one-half.

Employer Position: Paid straight time correctly. Mosley, returning from vacation, was offered one day's work in that week and accepted it. Simpson was offered and accepted his fifth day's work in that week. No weekend overtime involved.

Case #LD-2034.

Joint Council #7 Labor-Management Committee Motion: That since Mosley only worked eight hours in the week in question, his claim is denied; but Simpson's claim is upheld because he worked sixteen hours in a twenty-four hour period.

Deadlocked Joint Council #7 Labor-Management Committee
November 18, 1965.

Duke

Joint Western Area Committee

Case # 2 - 6 - 2 2 3 6

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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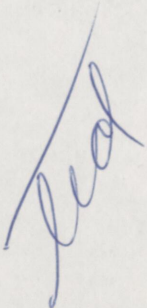
Case # Local 70, Oakland, California, and
2-6-2237 O.N.C. Fast Freight

Joint Employee worked as a casual 2 days ; his employment was
Council 7 terminated and Hall was requested not to re-dispatch.
Dispute Company violating contract in requesting Hall not to dispatch
certain individuals.
Employer Position: Hall has traditionally honored such requests.
Company complying with Contract in hiring practices.

Case # LD-2042

Joint Council #7 Labor-Management Committee Motion: That
based on the facts presented in this case, the Union's position
be denied.

Deadlocked Joint Council #7 Labor-Management Committee
November 18, 1965.



Joint Western Area Committee

Case # 2 - 6 - 2 2 3 7

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 70, Oakland, California, and
2-6-2238 O.N.C. Fast Freight

Joint Council 7 Dispute Company and Union have an agreement which by-passes contract seniority provisions in assignment of weekend terminal work in favor of a rotating wheel.

Extra-Contract agreement must be maintained.

Employer Position: Wishes return to assignment of weekend work per the Contract by seniority.

Case #LD-2099.

Joint Council #7 Labor-Management Committee Motion: That the Company's position be denied.

Deadlocked Joint Council #7 Labor-Management Committee
January 6, 1966.

Joint Western Area Committee

Case # 2 - 6 - 2 2 3 8

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 70, Oakland, California, and
2-6-2239 O.N.C. Fast Freight

Joint
Council 7
Dispute

Casual was employed during 6 month period as broken time
lumper. He never drove and never worked terminal dock.

Union requests that seniority be established and runaround pay
be applied back to first 30 day period in which he worked 13 days.

Employer Position: Casual used per broken time provision of
Contract for day to day business reasons. Was offered seniority
per Article 45, Section 3 (a) of Contract but refused, preferring
to remain on broken time status.

Case #LD-2116.

Joint Council #7 Labor-Management Committee Motion: That
the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
January 6, 1966.



Joint Western Area Committee

Case # 2 - 6 - 2 2 3 9

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
2-6-2240 Consolidated Freightways, Inc.

OTR The Union is demanding on behalf of the Portland based sleeper
Dispute drivers the same paid for miles that the Chicago, Kansas City,
and Minneapolis sleeper drivers receive on the same routes
traveled by the Portland based drivers to and from the West Coast.
The Union is also contending that Consolidated Freightways, Inc.,
is in violation of their mileage determination between Portland,
Oregon and Oakland and Los Angeles, California.

Case #687.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC December 13, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 81, Portland, Oregon, and
2-6-2241 Los Angeles-Seattle Motor Express

OTR The Union contends that driver Demarest turned in a claim for one
Dispute hour for reefer and ice checks, four stops. The Company refused
to pay the full claim, they cut it in half, the Union contends that
there is no mandatory minimum time, the driver put in the time
and he is entitled to pay for it.

Case #693.

JSC Motion: That the Union's position be upheld and the one-half
hour claim be paid.

Deadlocked Oregon JSC January 3, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 81, Portland, Oregon, and
2-6-2242 Oregon-Nevada-California Motor Freight System

OTR The Union contends that Norman called the dispatcher on Sunday
Dispute and said he did not feel well, he had worked 13 days in a row, he was tired and sick and did not feel safe enough to go out. He asked the dispatcher if he had plenty of men, and there was no comment. The Company put him at the bottom of the next day's board. The Union contends that Norman had a legitimate excuse and because of the extenuating circumstances he should not have been penalized as though he had not been available. Further, he is entitled to the runaround pay as claimed.

The Company contends that at the time this happened, the Sunday dispatcher had no authority to accept any excuse, any driver not available on Sunday night for any reason was not available. Therefore, in accordance with the dispatch rules, he was rightfully placed at the bottom of the next days board.

Case #692.

JSC Motion: That the Union's position be upheld and the 4 1/2 hour claim be paid.

Deadlocked Oregon JSC January 3, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
2-6-2243 Oregon-Nevada-California Motor Freight System

OTR Local Union 81 is claiming 5 hours runaround pay for Milt Shrum.
Dispute

The Union contends that on Sunday (in August) Shrum called the dispatcher and wanted off to pick his daughter up from the hospital; the dispatcher excused him. According to agreed upon dispatch rules, a legitimate excused absence does not subject the driver to penalties for not being available. However, Shrum was placed at the bottom of Monday's dispatch order, the same as if he had not been available. Another driver was dispatched 5 hours ahead of Shrum and the Union is claiming runaround pay for the 5 hours.

Case #691.

JSC Motion: That the Union's position be denied.

Deadlocked Oregon JSC January 3, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 81, Portland, Oregon, and
2-6-2244 Pacific Intermountain Express

OTR Local Union 81 is claiming that Pacific Intermountain Express is
Dispute in violation of Article 45, Section 1, of the Western States Area
Over-the-Road Supplemental Agreement by refusing to pay drivers
Gilman and Summers one-half hour each, plus, \$4.50 examination
fee as claimed by driver Summers.

The Union contends that this team elected to take their ten hours
off when they came in off a run because they were both sick. The
Company told these drivers that they would have to have a written
release from the doctor before they could go back to work. The
Union contends that the Company thereby compelled the drivers to
make a visit to the doctor for an examination to obtain a release,
therefore, they are entitled to pay for time spent in the doctor's
office, plus reimbursement for the examination fee.

The Company contends that they did not tell the men they had to
take any special examination or go to any specific doctor. It has
been the practice of the Company that when men are off sick they
have to have a release from their doctor before they can return,
this is for the benefit of all concerned and has never been an
issue before.

Case #695.

JSC Motion: That the driver Gilman be paid the one-half hour spent
in the doctor's office and that driver Summers be paid one-half
hour for the time he spent in the doctor's office, plus, the \$4.50
charge for the examination.

Deadlocked Oregon JSC January 3, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 81, Portland, Oregon, and
2-6-2245 Pacific Intermountain Express

OTR
Dispute

The Union contends that the rule in dispute was posted at the Portland terminal requiring sleeper drivers at their layover point to signify on the sign-in sheet whether they want eight hours off or want to be called when their load is ready. This rule has never been submitted to the Local Union for discussion or approval. The rule is also in violation of the Maintenance of Standards provisions of the Contract because for ten years the Company has never required the drivers to follow this procedure and the Union considers the procedure that was practiced in the past a working condition they desire to have maintained. The procedure whereby, drivers would put on the sign-in sheet where they were staying and could be reached and it was then the duty of the dispatcher to call the drivers, in their proper order, when their loads were ready. Once the drivers were relieved of duty and had gone to a hotel or motel, they had the option of whether they wanted to report for work or take their eight hours at the time they were called.

The Company contends that this is not a Company Rule, it was a July, 1962 Joint Western Committee Decision. The Chairman of the JWC ruled that this is the way it was going to be done, that drivers would have to specify on the sign-in sheet whether they wanted their eight hours off or not, since 1962, it has been the practice.

Case #699.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC January 3, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 81, Portland, Oregon, and
2-6-2246 Pacific Intermountain Express

OTR The Union contends that this team while coming out of Omaha,
Dispute Nebraska had to cross a series of railroad tracks; they were
held better than a half hour waiting for a switch engine to clear
the tracks. The Union contends that when the truck is held like
this the drivers are responsible for the equipment and are entitled
to pay for the delay as claimed, the same as impassable highways.

The Company contends that they refused the claim because it was
the same type of delay as those occasioned through natural hazards
of heavy traffic in larger industrial areas. The Company relied
on a previous JWC decision, 2-4-1247, wherein their position
was upheld.

Case #700.

JSC Motion: That the Union's claim be denied.

Deadlocked Oregon JSC January 3, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 81, Portland, Oregon, and
2-6-2247 United-Buckingham Freight Lines

OTR Local Union 81 is claiming pay for three drivers from United-
Dispute Buckingham Freight Lines for improper dispatching out of Spokane,
Washington amounting to the difference in pay between a Spokane-
Portland and a Spokane-Seattle run, plus delay time in Seattle.
Drivers Berkeley and Briedenbach's claim is for October 19th, 1965,
and driver Layton's claim is for October 26th, 1965.

Case #668.

JSC Motion: That the men be paid the difference in mileage pay
between a Spokane-Portland and a Spokane-Seattle run.

Deadlocked Oregon JSC December 13, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 81, Portland, Oregon, and
2-6-2248 Oregon-Nevada-California Motor Freight System

OTR The Union contends that on October 11, 1965, Wheeler was in
Dispute Bellingham, Washington and his dispatch orders out of Bellingham
read pickup in Mt. Vernon, check in Seattle, and destination
Portland. When Wheeler arrived in Seattle the dispatcher changed
his orders and re-dispatched him to Aberdeen. The Union contends
that the man is entitled to the minimum guarantee from Bellingham
to Seattle, and the minimum guarantee for his second dispatch
from Seattle to Aberdeen.

Case #672.

JSC Motion: That the man be paid a division from Bellingham to
Seattle and a division from Seattle to Aberdeen.

Deadlocked Oregon JSC December 13, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
2-6-2249 Consolidated Freightways, Inc.

OTR The Union is claiming one hours pay for sleeper team Kesterson
Dispute and Lanning.

The Union contends that the Company has a rule whereby no sleeper team will be called for a trip unless they have enough I. C. C. hours to complete the trip. The dispatcher called this team to make a trip, the drivers told the dispatcher that they were short of I. C. C. hours, the dispatcher told them to go anyway. On the return trip the drivers had to wait 13 1/2 hours in Baker, Montana for enough I. C. C. hours to complete the trip. The Company cut one hour off the drivers' claim for a meal stop. The Union contends that this is in violation of the above named provisions of the contract.

The Company contends that the drivers could have left Baker, Montana hours before they did and made the trip safely had they watched their hours. The drivers showed their last eat stop at Millbank, South Dakota; the Company contends that they are entitled to one hour of free time for an eat stop.

Case #678.

JSC Motion: That the one hour claim be paid.

Deadlocked Oregon JSC December 13, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
2-6-2250 Consolidated Freightways, Inc.

Seniority The Union contends that Robert Thornton has a Company seniority
Dispute date of July 7, 1947, when actually, he was first employed by
Consolidated Freightways, Inc., on May 21, 1947. When Thornton
was first employed by Consolidated Freightways he was paid on a
supplemental payroll which the Company had and was using for new
hires and casual employees at that time. They did not place
Thornton on the regular seniority list until two months later when
he was transferred to the regular payroll. Therefore, the Union is
requesting that Robert Thornton's seniority be recognized as
May 21st, 1947, instead of July 7th, 1947.

The Company contends that there is more than one employee involved
in this seniority dispute and that in order to clarify the seniority roster,
it was submitted to the Joint State Committee and then the Joint Western
Area Committee before , and the JWC ruled that they would accept the
seniority list as the Company showed it. The Company maintains
that because the case has been ruled on previously, and the JWC
upheld the Company's position, there is no basis for this claim.

Case #685.

JSC Motion: That the Employer's position be upheld.

Deadlocked Oregon JSC December 13, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 85, San Francisco, California, and
2-6-2251 A & B Garment

Interpre- Request for definition of seniority of employee who, for past 2
tation of 5 years employ, has worked as dispatcher but who has now
 returned to Teamster work with the same Company.

Case #LD-2067.

Joint Council #7 Labor-Management Committee Motion: That
this case is referred to the JWAC for interpretation. Motion Carried.

Joint Council #7 Labor-Management Committee December 16, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 85, San Francisco, California, and
 2-6-2252 Express way Trucking

Joint Application of 10, 500 arbitration decision.
 Council 7

Dispute Drivers on tractor equipment are to be paid current scale of
 \$28.32 per day.

Summation of Employer Position: Kagel arbitration did not distinguish
 between tractor equipment and/or bobtail trucks.

Case #LD-2076.

Joint Council #7 Labor-Management Committee Motion: That
 the Union's position be denied.

Deadlocked Joint Council #7 Labor-Management Committee
 December 16, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 85, San Francisco, California, and
2-6-2253 Walkup's Merchants Express

Seniority Dispute involving Mr. Bratt . Union is claiming under Article 3 ,
Dispute Section 1 (c) of the Master Agreement that the Company shall give
 them equal opportunity in hiring. Company hired two men, one
 from Los Angeles and one from Eureka and two and one-half hours
 later they put Mr. Bratt on the line. The Union is claiming that
 Bratt should be placed on the seniority list ahead of these two men.

Case #CB-1694.

JSC Motion: That Article 43, Section 1 (a) apply and that a final
and binding decision was rendered in Case Numbers 1664 and 1665.

Deadlocked California Bay JSC - no date given.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 150, Sacramento, California
2-6-2254 Local 467, San Bernardino, California, and
McKeown Transportation Co., Inc.

Interpre- A dispute has arisen as to whether or not the following is subject
tation to the Change of Operations provisions of the National Master
Freight Agreement, and McKeown Transportation Co., Inc. takes
the position that it is not, for the following reasons:

1. McKeown Transportation Co., Inc. has only one account - the Linde Co. Linde Co. produces and distributes gas products to both government and commercial facilities.
2. Linde Co. is contemplating closing, or partially closing their Ontario hydrogen plant since the National Aeronautics & Space Administration, their prime customer, did not renew their contract with Linde Co. for the year 1966; and all, or part, of the specialized hydrogen tank truck equipment will be transferred to the Linde Co. Sacramento hydrogen plant, or will be leased or sold.
3. McKeown Transportation Co., Inc. has no control over the truck equipment whatsoever, but merely furnishes drivers to Linde Co. and Linde Co. owns, operates and dispatches said equipment as their needs dictate.

Case Number - none given.

JSC Motion: None given.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 150, Sacramento, California, and
2-6-2255 Wells Cargo

OTR Union claims 6 hours due Pete Denos at time and one-half, and
Dispute 4 hours due Filippo John Cardella at time and one-half when
casual was used to defeat overtime purposes of contract.

Case # CV-115-1308.

JSC Motion: That the claim of the Union be denied.

Deadlocked California Valley JSC November 22, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 180, Los Angeles, California, and
2-6-2256 L. A. Seattle Motor Express

OTR Local 180 takes the position that LASME owes Joe Gosmeaux
Dispute and Pat O'Brien 9 hours abuse of free time at the rate of \$3.15
per hour, a total sum of \$28.35 due each man.

This team arrived in Seattle at 1:00 p.m. on 9-9-65 and was put
off of the clock. They were held off of the clock until 5:00 a.m.
on 9-10-65. There was a load ready at 8:00 p.m. on 9-9-65.
They were held from 8:00 p.m. until 5:00 a.m. for Way freight
at 8:00 a.m. on 9-11-65 in Fresno, California. This 9 hours is
abuse of free time and the drivers should be compensated for
the free time.

Case #SC-11-65-6392.

JSC Motion: That the claim of the Union is denied.

Deadlocked Southern California JSC November 1, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 190, Billings, Montana, and
2-6-2257 Garrett Freightlines

OTR Request 6 and 4/10th hours pay for Arnold Graff for peddle time
Dispute performed by extra man, 9/14/65 and 9/17/65. Request peddle
time by driver Emswiller on 9/14/65 at Townsend and Livingston.

Case #M-524.

JSC Motion: That the claim be denied.

Deadlocked Montana JSC November 19, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 190, Billings, Montana, and
2-6-2258 N. P. Transport

MASTER Request 8 hours pay at time and one-half for Matt Stoltz, for a
Dispute piggy-back trailer unloaded in Miles City by Randall Lumber
Company.

Case #M-527.

JSC Motion: That the claim of Matt Stoltz be paid.

Deadlocked Montana JSC November 19, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 190, Billings, Montana, and
2-6-2259 N. P. Transport

MASTER Request 2 hours pay at time and one-half for R. E. Whiteaker
Dispute for a piggy-back trailer unloaded in Miles City by Randall
Lumber Co.

Case #M-528.

JSC Motion: That the claim for 2 hours at time and one-half
be paid to R. E. Whiteaker.

Deadlocked Montana JSC November 19, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # California Trucking Association, and
2-6-2260 Local 208, Los Angeles, California

Interpre- The Southern California Joint State Committee is requested to con-
tation sider and forward the following request for interpretation to the
Joint Western Area Committee:

FOR AND ON BEHALF OF ILLINOIS CALIFORNIA EXPRESS,
NAVAJO FREIGHT LINES, TRANSCON LINES, WESTERN GILLETTE,
INC., ET AL, who have received demands from Freight Drivers
Local Union No. 208 to install heaters and defrosters in their
equipment operated in Los Angeles:

Illinois-California Express received letter dated November 15, 1965
with deadline date of February 15, 1966;
Navajo Freight Lines received letter dated November 24, 1965, with
deadline date of January 2, 1966;
Transcon Lines received letter dated November 24, 1965, with
deadline date of January 2, 1966;
Western Gillette, Inc., received letter dated November 19, 1965,
with no deadline date given;

the CALIFORNIA TRUCKING ASSOCIATION under Article 8 of the
National Master Freight Agreement, and Section 1 (d), Article 43,
of the Western States Area Pick-Up and Delivery, Local Cartage
and Dock Workers Supplemental Agreement, REQUESTS AN
INTERPRETATION of Paragraph 4, Article 16, of the National
Master Freight Agreement, Equipment, Accidents, Reports: "The
Employer shall install heaters and defrosters on all trucks and
tractors."

Case #SC-1-66-6697.

JSC Action: "Based on Article 8 of the National Master Freight
Agreement, this case is referred by the Chairmen of the Southern
California Joint State Committee to the Joint Western Area Committee
for proper action."

Southern California JSC date of action, January 5, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 208, Los Angeles, California,
2-6-2261 Local 224, Los Angeles, California,
 Local 287, San Jose, California,
 Local 357, Los Angeles, California,
 Local 439, Stockton, California,
 Local 495, Los Angeles, California, and
 Sterling Transit Co., Inc.

Interpre- Under date of October 29, 1965, by certified mail - return receipt
tation requested (all receipts have been returned), Sterling Transit
 Co., Inc., made a request of Local Unions 208, 224, 357, 495, 439,
 287, 542, 87, and 431, for their concurrence in a change in the payday
 of all employees, from Thursday to Friday of each week.

Local Unions 87, 431 and 542 did agree and the change has been made
insofar as members of these three locals are concerned. The request
submitted to Local 208 was formally denied under date of November
9, 1965; however, no replies have been received from Locals 224,
287, 357, 439 and 495.

Those employees of the Company located in Oakland, California,
and members of Locals 70 and 78, have been under a Friday payday
for many years.

The Company is faced with the problem of maintaining two separate
paydays in its system, causing an additional work load and increasing
the possibility of delays in payrolls, etc., and for these reasons
wishes to establish Friday as its system-wide payday under the terms
and conditions of the existing agreements. The pay period is now
Sunday through Saturday, with payday the following Thursday or
Friday as the case may be. No change is contemplated in the pay
period.

INTERPRETATION: Can Rider #204, between the California
Trucking Association and Local 208, be applied in this case?

Case No. - none given.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 208, Los Angeles, California, and
2-6-2262 Wescartage Company, Inc.

MASTER Wherein provisions of Article 16 call for installation of "Heaters
Dispute and Defrosters on all trucks and tractors," and wherein this
 provisional safety and comfort benefit has only been partially
 complied with since the inception of current contract, request is
 that Company be ordered to fully comply within 90 days of sought
 for directive.

Case #SC-12-(11)-65-6478.

JSC Motion: That the Company is instructed to comply with
Article 16 of the National Master Freight Agreement.

Deadlocked Southern California JSC December 16, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
2-6-2263 Trojan Freight Lines

MASTER
Dispute

Whereas, the Employer having changed the regular and established pay day for its employees under the Freight Agreement, and; whereas, this change having resulted in an additional "Holdback" period for said employees, and; whereas, this change having been made without the mutual agreement of the Local Union or the proper approval of the Joint Western Committee.

Now, therefore, the Local Union requests that the Employer be directed to re-establish this pay day at the previously established time, on Wednesday, of each week.

Case #SC-12-65-6601.

JSC Motion: That in accordance with Article 17, Section 1 of the National Master Freight Agreement, this case is referred to the JWAC for disposition. Motion Carried.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
2-6-2264 California Trucking Association

Interpre- For and on behalf of Illinois California Express, Navajo Freight
tation Lines, Transcon Lines, Western Gillette, Inc., et al, who have
 received demands from Freight Drivers Local Union No. 208 to
 install heaters and defrosters in their equipment operated in Los
 Angeles:

Illinois California Express received letter dated November 15, 1965,
with deadline date of February 15, 1966.

Navajo Freight Lines received letter dated November 24, 1965,
with deadline date of January 2, 1966.

Transcon Lines received letter dated November 24, 1965, with
deadline date of January 2, 1966.

Western Gillette, Inc., received letter dated November 19, 1965,
with no deadline date given.

The California Trucking Association under Article 8 of the National
Master Freight Agreement, and Section 1 (d), Article 43, of the
Western States Area Pick-Up and Delivery, Local Cartage and Dock
Workers Supplemental Agreement, requests an interpretation of
Paragraph 4, Article 16 of the National Master Freight Agreement,
Equipment, Accidents, Reports: "The Employer shall install heaters
and defrosters on all trucks and tractors."

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 222, Salt Lake City, Utah, and
2-6-2265 Consolidated Freightways

MASTER Each of the claims is for time which the Company docked the
Dispute men for honoring Barton Truck Lines picket line. All of the
employees are city pickup and delivery drivers.

Case Numbers 651 (Dec. 65-24) and (Dec. 65-25).

JSC Motion: That the claims be paid.

Deadlocked Utah-Idaho JSC December 16, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 222, Salt Lake City, Utah, and
2-6-2266 I.M.L. Freight, Inc.

OTR A Salt Lake domiciled sleeper team of Thurman and Schreindl
Dispute was on layover at Sacramento when they were dispatched from
Sacramento to pick up the load at 57th Avenue in Oakland and return
to Salt Lake City. When they arrived at 57th Avenue, there was an
International Assn. of Machinists picket line which they honored
and were delayed for one hour, at which time they went to the
Company's Oakland terminal, where a similar picket line had been
placed and they were further delayed five hours at the terminal
while honoring that line.

The Union, on behalf of the team, claims a total of 6 hours of
delay time.

Case #619 (Nov. 65-8)

JSC Motion: That the Union's claim be denied.

Deadlocked Utah-Idaho JSC November 18, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 222, Salt Lake City, Utah, and
2-6-2267 Pacific Intermountain Express

MASTER The Union has filed claims on behalf of 26 employees named in
Dispute the case filing (both dock and pickup drivers) for time lost while
the employees were honoring a picket line of Local 222 posted
in front of the P.I.E. gate, picketing Barton Truck Lines when
a Barton truck was in the P.I.E. premises on October 7, 1965.
The Company refused to pay the employees for the time not worked
and also refused to allow the men to punch the time clock telling
them that the Supervisors would write in the time. The men stayed
on the premises until allowed to punch.

Case #640 (Dec. 65-13)

JSC Motion: That the claims be paid.

Deadlocked Utah - Idaho JSC December 16, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 224, Los Angeles, California, and
2-6-2268 Cal-Canadian Motor Express

OTR Local 224 on behalf of Gerald H. Dees, Jr. and Albert Curtis is
Dispute claiming money shortages representing work time, layover pay,
 subsistence pay, vacation pay, holiday pay, etc. Total amount
 claimed for Gerald H. Dees, Jr. is \$5,443.80. Total amount
 claimed for Albert Curtis is \$8,981.80.

Case #SC-12-(10)-65-6302.

JSC Motion: That based on the facts as presented, the claim of
the Union is upheld subject to a verification of the amounts claimed.

Deadlocked Southern California JSC December 16, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 224, Los Angeles, California, and
2-6-2269 Ringsby-Pacific, Ltd.

OTR Case #6410: Local 224 on behalf of Mauricio A. Marquez claims
Dispute two trips to Oakland on 8-26-65 and 8-30-65. He was available
for work and was not called. The agreed upon bid and dispatch
procedures are based on freight availability. The freight and
equipment were available.

Case #6411: Local 224 on behalf of Harmon B. Pattison claims
2 trips to Oakland on 8-25-65 and 8-29-65 in the amount of \$176.46.
He was available for work and was not called. The agreed upon
bid and dispatch procedures are based on freight availability.
Freight and equipment were available.

Case #SC-1-(11-5)-66-6410 and 6411.

JSC Motion: That based on the facts as presented, the claims
of Marquez and Pattison be denied.

Deadlocked Southern California JSC January 3, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 287, San Jose, California, and
2-6-2270 Delta Lines

Joint Assignment of weekend overtime.
Council 7

Dispute Company called man back to work with less than 8 hours off duty.

Summation of Employer Position: Following provisions of Contract and decisions in Case LD-1983 in offering weekend work by seniority.

Case #LD-2017.

Joint Council #7 Labor-Management Committee Motion: That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee November 4, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 287, San Jose, California, and
2-6-2271 Garden City Transportation

Joint Union Position: Company used short line men to unload 3 boxcars
Council 7 of newsprint and load 3 trucks with newsprint. Said loading and
Dispute unloading done at Company cartage barn.

Employer Position: Agreement with Local 287 allows use of short
line men for PU & D work when no local drivers on layoff. All
local men working on day in question. Men who operated special
squeeze clamps are only people qualified to do so.

Case # LD-2019.

Joint Council #7 Labor-Management Committee Motion: That
the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
November 4, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 287, San Jose, California, and
2-6-2272 Garden City Transportation

Joint Union Position: On Admission Day, September 9, 1965, Company
Council 7 worked 7 short liners on work covered by Local 287 Local PU & D
Dispute Agreement.

Employer Position: Agreement with Local 287 allows use of
short line men for PU & D work when no local drivers are on
layoff. Time off due to a holiday is not a layoff.

Case #LD-2018.

Joint Council #7 Labor-Management Committee Motion: That
the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
November 4, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 287, San Jose, California, and
2-6-2273 Garden City Transportation

OTR Union is claiming that seven short line drivers worked within the
Dispute jurisdiction of Local 287 on Admission Day, which is a time and
one-half rate of pay for local men on that day. The Company paid
the short line drivers local rate of pay at straight time, instead of
the local rate of pay of time and one-half.

Case #CB-1726.

JSC Motion: That the position of the Union be upheld.

Deadlocked California Bay JSC - (no date given).

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 287, San Jose, California, and
2-6-2274 Garden City Transportation

OTR Union is claiming pay for short line drivers under Article 52 (f)
Dispute and Article 38, Section 3, of the Western States Area Over-The-Road
 Agreement, at the rate of double time for time spent while unloading
 or loading in San Francisco area on Admission Day, which is an
 overtime day for local people, within the local wage agreement.

Case #CB-1725.

JSC Motion: That the Union's position be upheld.

Deadlocked California Bay JSC - no date given.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 287, San Jose, California, and
2-6-2275 Miles & Sons

MASTER Union asks that AGC pay for all men operating the Company's
Dispute feeder operation situated on the Ball & Simpson Freeway jobsite
in Mountain View.

Case #C-115-7.

JSC Motion: That this case is not properly before the Cement
Committee and is to be heard before the AGC Committee.

Deadlocked California Valley JSC November 22, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 287, San Jose, California, and
2-6-2276 Pacific Intermountain Express

Joint Council 7 Company terminated employment of casual and requested Union
Dispute not to re-dispatch.
Reason given for employment refusal was false.

Case #LD-2113.

Joint Council #7 Labor-Management Committee Motion: That
the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
January 6, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 287, San Jose, California, and
2-6-2277 U. S. Products

OTR Union is claiming pay for the next seniority man that should have
Dispute worked and the Company used a cannery worker to deliver lugs
 and bins.

Case #CB-1741.

JSC Motion: That the Union's position be upheld.

Deadlocked California Bay JSC - (No date given).

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 439, Stockton, California, and
2-6-2278 American Transfer Company

MASTER Union claims compensation for all drivers for pay lost due to
Dispute improper method of pay from July 1, 1965, to time of hearing.

Employer Chairman, Dewey Elbert read a telegram sent to the Union and Employer Co-Secretaries from H. D. Hollett, Employers Inc., American Transfer Company representative, stating they recognized no obligation to the contract but are willing to meet and negotiate an agreement.

Case Numbers - CV-115-1309 and CV-115-1310

JSC Motion: That in cases CV-115-1309 and CV-115-1310, the Company is under contract and the claims in these cases are allowed.

Deadlocked California Valley JSC November 22, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 439, Stockton, California, and
2-6-2279 Karlson Bros. Trucking

A & H Union asks that Company compensate all employees all monies
Dispute lost due to the improper method of pay from 9/4/65 to time of
hearings, and also that Company furnish time sheets and any
other records pertaining to computation of compensation.

Case #AH-115-9.

JSC Motion: That this case is properly before the committee
except for any money portion prior to September 4, 1965.
Motion Carried.

Second Motion: That the Company is not under the Full Load
Agreement and should be paying under the O.T.R. Agreement.
Motion Deadlocked - California Valley JSC November 22, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 439, Stockton, California, and
2-6-2280 Miles Motor Transport System

Interpre- Union asks that Company compensate driver Englent for loss
tation of vacation percentage due to the improper method of calculation
by Company, also compensate any other employee who has been
paid wrongly due to improper calculation.

Case # FL-115-5.

JSC Motion: That this case be referred to the JWC for
interpretation. Motion Carried.

California Valley JSC November 22, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 439, Stockton, California, and
2-6-2281 Miles Motor Transport System

OTR Union requests Company furnish transportation immediately
Dispute and reimburse drivers for costs incurred due to their having
to furnish their own transportation from August 21, 1965, to
time of hearings.

Case #FL-115-4.

JSC Motion: That the claim of the Union be denied.

Deadlocked California Valley JSC November 22, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 468, Oakland, California, and
2-6-2282 Navajo Freight Lines

OTR Union claiming pay for Ray Nance, Ken Wallace, L. W. Moore,
Dispute L. T. Herrell and Max Robinson. From July 20th until the men
were put back to work pertaining to a decision in cases numbers
CB-1603 and CB-1623. Union maintains that the Company did
not abide by the decision in these cases to restore the men back
to duty.

Case #CB-1747.

JSC Motion: That the Union's position be upheld.

Deadlocked California Bay JSC (no date given)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 468, Oakland, California, and
2-6-2283 Pacific Intermountain Express

OTR Money claims for Schabel and Bingman - Brown and Kissinger -
Dispute Christian and Steele. Union is claiming abusive free time at the
Chicago terminal. Loads were available at Chicago when the men
arrived. The Company put them off duty and called them back
and gave them the loads of LTL that were there when they arrived.
Union maintains that the Company has (1 1/2) hours free time to
turn the drivers and if it goes over the (1 1/2) hours that the
Company has to pay all of the time.

Case Numbers - CB-1753 - CB-1754 - CB-1757.

JSC Motion: That J.W.C. Case #7-448 applies and that the
claim of the Union be denied.

Deadlocked California Bay JSC (no date given)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 468, Oakland, California, and
2-6-2284 Pacific Intermountain Express

OTR Pay claim for Lupescu and McKibben. Union is claiming doubles
Dispute rate of pay from St. Louis to Oakland. Men were dispatched
from Oakland to St. Louis on a set of doubles. On arrival at
St. Louis, equipment was switched and they were given a semi.
Under the dispatch rules between Local 468 and P.I.E., there is
no slipseat operation. Union maintains that the men lost earning
opportunities due to this dispatch.

Case #CB-1755.

JSC Motion: That the Union's position be upheld.

Deadlocked California Bay JSC (no date given)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 468, Oakland, California, and
2-6-2285 Pacific Intermountain Express

OTR Glass and Norton. Union is claiming runaround from 2:00 A.M.
Dispute on 10/12/65 to 7:48 A.M. 10/13/65. Union maintains that drivers
 picked St. Louis dispatch at dispatch time, which is between
 4:00 and 6:00 P.M. Company cancelled the drivers out and called
 a St. Louis team in from the Sacramento Terminal to Oakland
 and gave them the load at 3:58 A.M.

Case #CB-1758.

JSC Motion: That the Union's position be denied.

Deadlocked California Bay JSC (no date given)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
2-6-2286 Pacific Intermountain Express

OTR Hunter and Parkin claiming seven hours abusive free time at
Dispute Chicago. Union maintains that there were loads at Chicago on
 arrival and the tractor the drivers brought in had a knock in it.
 The Company had another tractor available on the ready line at
 the time, but put the men off duty, and seven hours later called
 them back and gave them the tractor and the load that was on the
 ready line when they arrived.

Case #CB-1756.

JSC Motion: That the Unions claim be upheld.

Deadlocked California Bay JSC (no date given)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
2-6-2287 Pacific Intermountain Express

OTR Pay claim for Gardner. Gardner claiming cab fare at Salt Lake
Dispute City to the Congress Hotel where the majority of the drivers stay.
 Union's position is there is no transportation to the hotel, and
 that the facilities within walking distance of the terminal are too
 expensive.

Case #CB-1759.

JSC Motion: That the Union's claim be denied.

Deadlocked California Bay JSC (no date given)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
2-6-2288 Pacific Intermountain Express

Interpre- Pay claim for Taylor and Cunningham. Union is claiming two
tation hours that was cut from the men's pay which was logged on
 duty for meal time while hauling explosive placarded load.

Case #CB-1704.

JSC Motion: That this is an interpretive matter and should be
referred to the Joint Western Committee.
Motion Carried.

California Bay JSC - no date given.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 492, Albuquerque, New Mexico, and
 2-6-2289 Navajo Freight Lines, Inc.

OTR Lay-off of ten junior men from extra board in Albuquerque
 Dispute December 28, 1965. (Extra line board)

Union Position: Lay-off is unwarranted and in violation of
 working agreement. All ten men to be returned to work and
 paid for time lost.

Employer Position: Due to drop in freight tonnage, the
 lay-off was justified.

Case #216.

JSC Motion: That the committee retain jurisdiction and remand
 this case to the parties to be settled but in case it is not settled,
 it will be construed as a deadlock. Motion Carried.

Arizona-New Mexico JSC date of action - January 10, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 524, Yakima, Washington, and
2-6-2290 Consolidated Freightways, Inc.

OTR Company failed to get timely change of operation. Man (Allan Owens)
Dispute to be paid for all money lost since 11/15/65 and returned to
assigned run. Due to circumstances that developed after Change
of Operation Case #4-235, 4/10/62, CFW did not go thru with
the change of the Wenatchee-Portland schedule as assigned to
Allan Owens in 1958. As of 11/11/65, they have now made the
change and have taken Allan Owens off the run. The change is
not proper now.

Case #1309 (U).

JSC Motion: That Consolidated Freightways, Inc., received a
Change of Operations, JWC Case #4-235, 4/10/62, which they
did not put into effect until 11/11/65. The Joint State Committee
refers this case to the JWAC for interpretation on the question of
the present status of the 1962 Change of Operation and specifically
the question is, can the Company, which has not put the Change
of Operation into effect since 4/10/62, now validly put this Change
of Operation into effect as of 11/11/65? Motion Carried.

Washington JSC date of action - January 5, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 741, Seattle, Washington, and
2-6-2291 Los Angeles Seattle Motor Express

OTR Union claims Article 41, Section 4 of the Over-The-Road
Dispute Supplemental Agreement specifically provides the rule whereby
a Company can use extra equipment.

It is our position that LASME has been using trip leases, in violation of the Agreement. We feel this is a subterfuge and causes our sleeper drivers excessive lay-over time.

Case # 1293 (U)

JSC Motion: That due to past practices in dispatching leases and further due to absence of rules governing lease dispatching, claim be denied.

Deadlocked Washington JSC January 5, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
2-6-2292 Oregon-Nevada-California Fast Freight, and
 United-Buckingham Freightlines

MASTER It is the position of the Union that the employees involved should
Dispute be paid a prorated vacation for the amount of money they would
 have normally earned had they not been absent from their employment
 because of an industrial injury.

We further feel that Article 6 of the National Master Freight
Agreement supports our position.

Case Numbers - 1294 (U) and 1317 (U).

JSC Motion: That based on the evidence in Cases 1294 (U) and
1317 (U) claims be denied.

Deadlocked Washington JSC (no date given).

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 741, Seattle, Washington, and
2-6-2293 Oregon-Nevada-California Fast Freight

OTR On the date in question, Oscar Bailey, O.N.C. line driver, was
Dispute runaround in Portland, Oregon by a junior man.

This was a clear violation of agreed upon dispatch rules between Local 741 and O.N.C., therefore, Bailey should be compensated for a minimum day under Article 53, Section 1, Paragraph (e) of the Western States Area Over-The-Road Supplemental Agreement.

Case #1277 (U)

JSC Motion: That the Union's claim be upheld.

Deadlocked Washington JSC November 3, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
2-6-2294 Pacific Intermountain Express

Interpre- Local 741 takes the position that 20% employees shall be called
tation in to work by seniority preference.

Case Numbers - 1313 (U) and 1314 (U).

JSC Motion: That Case No. 1313 (U) is an interpretive matter involving the two following issues: No. 1: Is the Company required to work and have on duty all regular employees including 20%ers before calling a casual employee? No. 2: Is the carrier allowed, under the Contract, to assign 20% employees to a regular start time any given number of days during the week? This further involves the interpretation of Article 41, of the WSAP&D Agreement.

Note: It was agreed by stipulation that the decision (Deadlocked) in Case 1313 (U) would also apply to Case 1314 (U).

Deadlocked Washington JSC January 5, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 741, Seattle, Washington, and
2-6-2295 United-Buckingham Freight Lines

OTR Local 741 disputes the manner in which U. B. compensates their
Interpre- road drivers when they are dispatched via Tacoma on either the
tation inbound or outbound leg of their trip. It is our position that the
road drivers are entitled to a divisions pay plus 64 additional
miles on one leg of a via Tacoma or 128 additional miles on both
legs of a via Tacoma.

Case #1315 (U).

JSC Motion: That this case is sent to the JWAC as an interpretive matter under the Contract and particularly Article 56, Sec. 2. It involves the opening of a new road, State Highway 18, which allows a cutoff before entering Seattle thru Tacoma and on to Seattle the use of which Highway results in a decrease of mileage from Eastern Washington points to Tacoma but which results in additional miles if run thru Tacoma and on to Seattle. The question for interpretation is whether under these circumstances the 1/6th formula is to be used on runs terminating in Tacoma, on runs terminating in Seattle or neither run.

Washington JSC date of action - January 6, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 775, Denver, Colorado, and
2-6-2296 Navajo Freight Lines, Inc.

Auto- Marvin Dewey claims his seniority was violated when his bid job
motive was abolished. The JAC remanded this case back to the parties
Interpre- at its March, 1965 meeting for possible settlement. No settlement
tation could be reached.

Case #76.

JSC Motion: That this case be referred to the JWAC for interpre-
tation. The question being how does an employee exercise his
seniority under the seniority clause of the Automotive Agreement
when his job is abolished in a job classification under the Automotive
Supplement.

Colorado-Wyoming JSC date of action, January 5, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
2-6-2297 Rodgers Trucking

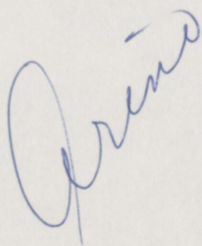
Joint Intent to suspend. Joseph Soares should not be suspended.
Council 7
Dispute Employer Position: Good cause for 3 day suspension.

Suspension

Case # LD-2050

Joint Council #7 Labor-Management Committee Motion: That
the intent to suspend be denied.

Deadlocked Joint Council #7 Labor-Management Committee
December 2, 1965.



Joint Western Area Committee

Case # 2 - 6 - 2 2 9 7

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and
2-6-2298 Pacific Intermountain Express

Warning Local Union 81 is protesting a Warning Letter issued to Lester
Notice Gardner by Pacific Intermountain Express on December 6, 1965,
for alleged carelessness.

The Union contends that Gardner and another dock man were given an assignment of moving a 10,000 pound transformer from one trailer to another trailer with a pallot made of 2 by 4's. There was nothing to lift it with so the two men had to push it with two hysters. While pushing it, it became crooked on the pallot, in the attempt to straighten it, one of the hysters hit the transformer because the pallot broke, it broke the oil circular on the transformer and all the oil ran out. The Union contends that if the transformer was so valuable the two men alone should not have been given the assignment without proper equipment, and the circumstances involved do not warrant a Warning Letter.

Case #697.

JSC Motion: That the Warning Letter in Case 697, issued to Lester Gardner be upheld.

Deadlocked Oregon JSC January 3, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 85, San Francisco, California, and
2-6-2299 California Motor Express

Warning Protest of warning letter issued to Arend.
Notice Union protested the warning letter of September 3rd, 1965 for
gross insubordination and wilfull disobedience of dispatch orders.

Case #CB-1678 and CB-1679.

JSC Motion: That the warning letter be upheld.

Deadlocked California Bay JSC - no date given)

Joint Western Area Committee

Case # 2 - 6 - 2 2 9 9

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 85, San Francisco, California, and
2-6-2300 Di Salvo Trucking Co.

Warning Union protests the warning letter issued to Warto for unprofessional
Letter operation and disregard of the most fundamental rule of safe driving,
known as "basic speed law," as set forth in Section 22350 of the
Motor Vehicle Code of this state. Union requests that the warning
letter be withdrawn.

Case #CB-1732.

JSC Motion: That the warning letter be withdrawn.

Deadlocked California Bay JSC - no date given.

Joint Western Area Committee

Case # 2 - 6 - 2 3 0 0

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 186, Santa Barbara, California, and
2-6-2301 Smith Transportation Company

Termina- In behalf of James T. Collins, Local 186 is protesting the termina-
tion tion notice issued to James T. Collins for an accident that occurred
 on the 4th day of December, 1965, at 2:10 a.m.

Case #SC-1-66-6631.

JSC Motion: That based on the facts as presented, James T. Collins
be returned to work on his next regular shift with full seniority
and no compensation for time lost.

Deadlocked Southern California JSC January 3, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 190, Billings, Montana, and
2-6-2302 Garrett Freightlines

Warning Protest warning letter issued to James Davis on 10/10/65.
Notice

Case #M-526.

JSC Motion: That the warning letter be upheld.

Deadlocked Montana JSC November 19, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 190, Billings, Montana, and
2-6-2303 United-Buckingham Freight Lines

Termination Protest of discharge of Percival Parrish and Richard Beyl.

Men were discharged on 29th day of employment. Union alleges discharge was for purpose to evade the contract and in violation of Article 39, Section 2, and Article 48 of Master Agreement. Union also states men had chauffeurs license in their possession when terminated.

Men properly terminated under Article 3, Section 2 of contract. They were probationary employees doing dock work, and had not qualified for P & D work. (No chauffeur license)

Case #M-536.

JSC Motion: That the discharge of Parrish and Beyl be upheld.

Deadlocked Montana JSC December 17, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
2-6-2304 Transport Cartage, Inc.

Termina- The Local Union protests the discharge of Charles A. Dauphine.
tion

Case #SC-12-65-6595.

JSC Motion: That Charles A. Dauphine be returned to work with
full seniority and compensated for all time lost.

Deadlocked Southern California JSC December 16, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 222, Salt Lake City, Utah, and
2-6-2305 Ringsby Truck Lines

Termination The Local Union protests the discharge of Paul Waddel. Paul Waddel has been employed by the Company on its Salt Lake City dock as a casual, working approximately five days in July, 12 days in August, and 12 days in September. On October 22, 1965, he was employed as a regular employee, filled out an employment application for regular employee status dated the same date, and received from that date on regular rate of pay rather than casual rate. Promptly after such change in status, the Company, in the course of checking out the information on the employment application form, received derogatory information from a former employer. After obtaining this information, the Company terminated him on November 9, 1965.

Case #627 (Nov. 65-16)

JSC Motion: That the employee was improperly discharged under the Agreement.

Deadlocked Utah-Idaho JSC November 18, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
2-6-2306 Delta Lines

Termination Discharge of Welch. Union protests termination of Welch on the basis that they feel there was no warning letter in effect. Company had issued a warning letter to the man on April 15th and then on September 21st, they gave the man a two weeks suspension for the same incident. Union's position is that once a Company uses a warning letter to suspend or discharge a man, within a nine month period, they cannot use the same warning letter to suspend or discharge a man again.

Case #CB-1717.

JSC Motion: That the man be returned to work with full seniority rights and all back pay.

Deadlocked California Bay JSC (no date given)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
2-6-2307 Pacific Intermountain Express

Warning Warning letter on White.
Letter

Union protested the warning letter sent to White for a preventable
accident.

Case #CB-1728.

JSC Motion: That the Union's position be upheld.

Deadlocked California Bay JSC (no date given)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
2-6-2308 Pacific Intermountain Express

Warning Warning on Sullivan. Union protested warning letter issued to
Letter Sullivan for not stopping at a railroad crossing with trailers
 placarded "dangerous".

Case #CB-1727.

JSC Motion: That if the cargo required a "dangerous" placard
the warning letter be upheld. If the cargo did not require a
"dangerous" placard, then warning letter be withdrawn.

Deadlocked California Bay JSC (no date given)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 468, Oakland, California, and
2-6-2309 Pacific Intermountain Express

Termina- Discharge of Bailey and Ellis. Union protested the discharge
tion of Bailey and Ellis for being observed by P.I.E. Supervisor in
 a state of drunkenness at Lovelock, Nevada on November 7, 1965.
 Union requests that these men be put back to work with full seniority
 and all back pay.

Case Numbers - CB-1735 and CB-1736.

JSC Motion: That the Union's position be upheld.

Deadlocked California Bay JSC (no date given).

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 741, Seattle, Washington, and
2-6-2310 United-Buckingham Freight Lines

Termination Charles Keene was terminated for alleged driving while intoxicated in Walla Walla, Washington. At the time of the JSC hearing, Local 741 respectfully requested a postponement of the case because Keene had not been brought to trial on the arrest. However, the Company refused to agree to a postponement and they introduced evidence to the committee that we feel was in error. The committee upheld the Company.

When Keene's case was heard in Walla Walla traffic court, he was found not guilty of being intoxicated.

We feel that had true and honest evidence been introduced to the committee at the JSC level, Keene's decision would have been less than a termination. Therefore, we request this case be heard on its merits at the February JWC and that Keene should be reinstated to his original seniority date and be compensated for loss of income.

Case #1285 (U).

JSC Motion: That Case #1285 (U) is improper before the committee.

Deadlocked Washington JSC November 3, 1965.